AGREEMENT

BETWEEN

THE ASSOCIATION OF PENNSYLVANIA STATE COLLEGE AND UNIVERSITY FACULTIES (APSCUF)

AND

THE PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION (STATE SYSTEM)

FOR THE NON-FACULTY ATHLETIC COACHES

July 1, 2015 to June 30, 2019

TABLE OF CONTENTS

ARTICLE		PAGE
PREAMBLE		1
ARTICLE 1	DEFINITIONS	1
ARTICLE 2	RECOGNITION	3
ARTICLE 3	FAIR PRACTICES	3
ARTICLE 4	GRIEVANCE PROCEDURE AND ARBITRATION	4
ARTICLE 5	RIGHTS AND PRIVILEGES OF APSCUF	7
ARTICLE 6	RIGHTS OF THE STATE SYSTEM/UNIVERSITIES	9
ARTICLE 7	DUTIES, RESPONSIBILITIES, AND WORKLOAD	9
ARTICLE 8	CONTRACTS OF EMPLOYMENT	13
ARTICLE 9	LEAVES OF ABSENCE	17
ARTICLE 10	COMPENSATION	26
ARTICLE 11	HOSPITAL AND MEDICAL INSURANCE AND SUPPLEMENTAL BENEFITS	29
ARTICLE 12	LIFE INSURANCE	37
ARTICLE 13	RETIREMENT	37
ARTICLE 14	MAINTENANCE OF MEMBERSHIP AND CHECK-OFF	38
ARTICLE 15	MISCELLANEOUS CONDITIONS	39
ARTICLE 16	TRAVEL EXPENSES	41
ARTICLE 17	AGREEMENT AGAINST STRIKES AND LOCK-OUTS	42
ARTICLE 18	LEGISLATIVE ACTION	42
ARTICLE 19	SEPARABILITY	43
ARTICLE 20	TOTALITY OF AGREEMENT	43
ARTICLE 21	SUCCESSORS	43
ARTICLE 22	DISCIPLINE AND DISCHARGE	44
ARTICLE 23	ANNUAL PERFORMANCE REVIEW AND EVALUATION	46
ARTICLE 24	PERSONNEL FILES	49
ARTICLE 25	COACHING VACANCIES	51
ARTICLE 26	COACHES COMMITTEE	51
ARTICLE 27	TERM OF AGREEMENT	52
APPENDIX A	CONTRACT OF EMPLOYMENT, REGULAR FULL-TIME OR REGULAR PART-TIME HEAD COACH	54
APPENDIX B	CONTRACT OF EMPLOYMENT, REGULAR FULL-TIME OR REGULAR PART-TIME ASSISTANT COACH	56
APPENDIX C	DISABILITY RETIREMENT DETERMINATION PROCEDURE FOR TIAA-CREF PARTICIPANTS	58
APPENDIX D	NOTICE OF EXTENSION/RENEWAL	59
APPENDIX E	STATE SYSTEM OF HIGHER EDUCATION COACHES PERFORMANCE AND EVALUATION DOCUMENT	60
APPENDIX F	CONTRACT OF EMPLOYMENT, OTHER THAN REGULAR FULL-TIME OR REGULAR PART-TIME COACH	65
APPENDIX G	BLUE SHIELD INDEMNITY PLAN	67
APPENDIX H	HEALTH CARE MANAGEMENT PROGRAM (WELLNESS PROGRAM)	68
APPENDIX 1	PPO BLUE BENEFIT SUMMARY	69
INDEX		71

PREAMBLE

THIS AGREEMENT made and entered into this December 20, 2016, by and between the Board of Governors of the Pennsylvania State System of Higher Education ("STATE SYSTEM") for and on behalf of itself, the STATE SYSTEM UNIVERSITIES and their respective Councils of Trustees, and the Association of Pennsylvania State College and University Faculties ("APSCUF").

ARTICLE 1
DEFINITIONS

Section 1. "APSCUF" The Association of Pennsylvania State College and University Faculties, Inc.

Section 2. "COMMONWEALTH" The Executive Branch of the Commonwealth of Pennsylvania.

Section 3. "COACH" or "COACHES" All non-faculty athletic coaches who are members of the bargaining unit described in PLRB Case No. PERA-R-97-451-E.

Section 4. "REGULAR FULL-TIME COACH" A COACH who is designated by the UNIVERSITY as full-time, and who is in active pay status in every pay period of his/her service period.

Section 5. "REGULAR PART-TIME COACH" A COACH who is designated by the UNIVERSITY as less than a full-time COACH and who is expected to work fifty percent (50%) or more in order to be eligible for benefits as provided for herein.

Section 6. "STATE SYSTEM OF HIGHER EDUCATION" That system created by Act 188 of 1982, the State System of Higher Education Act, hereinafter referred to as the STATE SYSTEM, which shall consist of the Office of the Chancellor and all UNIVERSITIES of the State System of Higher Education.

Section 7. "UNIVERSITIES" All institutions of the STATE SYSTEM, including Bloomsburg University of Pennsylvania, California University of Pennsylvania, Cheyney University of Pennsylvania, Clarion University of Pennsylvania, East Stroudsburg University of Pennsylvania, Edinboro University of Pennsylvania, Indiana University of Pennsylvania, Kutztown University of Pennsylvania, Lock Haven University of Pennsylvania, Mansfield University of Pennsylvania, Millersville University of Pennsylvania, Shippensburg University of Pennsylvania, Slippery Rock University of Pennsylvania, and West Chester University of Pennsylvania, and their respective branch campuses.

Section 8. "ROLL-OVER CONTRACT OF EMPLOYMENT" A three (3) year or two (2) year Contract of Employment that may be renewed annually one additional year.

Section 9. "SERVICE PERIOD" A period of 47 weeks within a twelve (12) month period that a Regular full-time COACH is assigned duties.

Section 10. "DOMESTIC PARTNER" – The criteria listed below must be met in order to qualify for benefits extended to domestic partners in this agreement and a COACH and domestic partner must provide management with a completed, notarized "Commonwealth of Pennsylvania Domestic Partner Verification Statement" that will be maintained in the COACH'S official personnel file:

A. The completed, notarized "Commonwealth of Pennsylvania Domestic Partner Verification Statement" must have been received by the University prior to January 1, 2017.

B. Each partner is the same gender.

C. Both partners are unmarried.

D. Both partners are at least 18 years old and mentally competent to enter into a contract in the Commonwealth of Pennsylvania.

E. Partners are the sole domestic partner of the other person.

F. Partners have lived together in the same residence on a continuous basis for at least six months immediately prior to the date of the notarized statement, with the intent to reside together permanently.

G. Partners are not related to each other by adoption or by blood, to a degree that would prohibit marriage in the Commonwealth of Pennsylvania.

H. Neither partner has been a member of another domestic partnership for the past six months (unless the prior domestic partnership ended as a result of the death or marriage of one of the domestic partners).

I. Partners are jointly responsible for the common welfare and financial obligations of each other.

Section 11. "CHILD OF SAME SEX DOMESTIC PARTNER" - The biological or legally adopted child or a child for whom the Domestic Partner is the legal guardian. Children of SAME SEX DOMESTIC PARTNERS are eligible to receive benefits on the same basis as dependent step-children of a COACH'S spouse (i.e., the COACH must demonstrate that the child is the legal dependent of the COACH'S certified DOMESTIC PARTNER and that the COACH has assumed financial responsibility for the child of his/her DOMESTIC PARTNER).

ARTICLE 2
RECOGNITION

Section 1. The STATE SYSTEM and the UNIVERSITIES and each of them recognize APSCUF as the sole and exclusive bargaining agent for COACHES in the bargaining unit described and certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-97-451-E with respect to the STATE SYSTEM's obligations both to "negotiate" and to "meet and discuss" as those terms are used in Sections 701 and 702, respectively, of the Public Employee Relations Act ("Act 195").

Section 2. Should additional UNIVERSITIES, branch campuses of UNIVERSITIES, or UNIVERSITY teaching locations be established, any intercollegiate athletic COACHES as described in PLRB Case No. PERA-R-97-451-E, employed by the STATE SYSTEM who work at such sites shall be covered by the terms and conditions of this Agreement.

ARTICLE 3
FAIR PRACTICES

Section 1. Neither party hereto nor any COACH shall discriminate against any other COACH or candidate for employment on the basis of race, creed, color, sex (including discrimination by sexual harassment), handicap or disability, life style, family status, age, national origin, APSCUF membership or activity or lack thereof, political belief and/or affiliation, or on account of any other basis prohibited by law. Where existing laws against discrimination require accommodation, the STATE SYSTEM will accommodate to the extent required by law.

Section 2. There shall be no discrimination by either of the parties hereto or any COACH against members of the same family regarding concurrent employment at any UNIVERSITY.

Section 3. If any provision of this Agreement is in conflict with the Civil Rights Act of 1964, as amended, or Executive Orders 11246 and 11375, as amended, the provisions of such laws, orders, rules or regulations shall prevail. Any rule not consistent with this Agreement and adopted by the STATE SYSTEM subsequent to the signing of this Agreement, shall not prevail against the terms of this Agreement.

Section 4. The STATE SYSTEM/UNIVERSITIES and APSCUF, as the representative of COACHES, shall meet and discuss at the STATE SYSTEM level during the term of this Agreement on such aspects of this Article that are of mutual interest.

ARTICLE 4
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Intent. It is the declared objective of the STATE SYSTEM / UNIVERSITIES and APSCUF to encourage the just resolution of grievances. In order to effect a prompt resolution of grievances, the STATE SYSTEM/UNIVERSITIES, APSCUF and the COACHES shall make available one to the other all known relevant facts so as to enable the parties to resolve grievances. The parties further agree that the orderly processes hereinafter set forth below shall be the sole method used for the resolution of grievances.

Section 2. A grievance may be filed by a COACH, a group of COACHES, or APSCUF. APSCUF may present a policy grievance [one that affects more than one (1) COACH] at any step of the grievance procedure prior to arbitration.

Section 3. Definition. A "grievance" is an allegation by APSCUF or a COACH or group of COACHES that there has been a specific violation, misinterpretation or improper application of an Article(s) and Section(s) of this Agreement by the STATE SYSTEM/ UNIVERSITIES and a statement of the remedy being requested. It is understood and agreed between the parties that APSCUF or a COACH will be allowed to make amendments to the grievance up to the submission of Step Two. It is also understood that if such amendments are made to a grievance in the submission to Step Two, either party may resubmit to Step One for reconsideration.

Section 4. Procedure.

Step One. APSCUF or a COACH or a group of COACHES shall present a grievance orally or in writing stating the facts, and listing the Articles and Sections of this Agreement or the specific regulation(s) or procedure(s) upon which the grievance is based. Such written grievance(s) shall be submitted to the President or his/her designee within forty (40) calendar days of the occurrence giving rise to the grievance or within forty (40) calendar days of the date on which the grievant or grievants learned of such occurrence, with the exception that if the forty (40) days expire between May 1 and September 1 of any year, the grievance shall be submitted to the President or his/her designee by September 30 of such year or within forty (40) calendar days, whichever comes later. The President or his/her designee shall have twenty (20) calendar days following the receipt of such written grievance to investigate the matter as he/she shall deem appropriate, discuss the matter with the grievant, group of grievants and/or the local APSCUF grievance chairperson or his/her designee where appropriate, and to submit a written response.

Step Two. If the grievance has not been resolved at Step One APSCUF or a COACH or a group of COACHES may, within fifteen (15) calendar days after the decision from the President or his/her designee at Step One is due, submit a written appeal to the Chancellor of the STATE SYSTEM or his/her designee. The

Chancellor of the STATE SYSTEM or his/her designee shall have thirty (30) calendar days following the receipt of such written appeal to submit a written response to the grievant, group of grievants and APSCUF.

Step Three – Binding Arbitration. If the grievance has not been resolved at Step Two, APSCUF, but not an individual COACH or group of COACHES, has the sole right to refer a grievance to arbitration and to conduct the proceeding as a party, and shall within forty (40) calendar days of the receipt of the written response from Step Two submit a written notice to the Chancellor of the STATE SYSTEM or his/her designee of its intent to submit the grievance to binding arbitration. It is understood that only APSCUF, or counsel for APSCUF, may present the case in support of any grievance at arbitration.

Section 5. The parties shall have the right mutually to agree upon the arbitrator, but in the event they cannot agree within fifteen (15) calendar days of receipt of the notice to arbitrate, the matter shall forthwith be submitted to the American Arbitration Association for the appointment of an arbitrator. In all cases, selection of the arbitrator and the arbitration proceedings shall be conducted in accordance with the Voluntary Labor Arbitration rules of the American Arbitration Association at the time obtaining. The arbitration hearing shall be held at such time and place as is convenient to the parties, consistent with the circumstances of the case.

Section 6. The decision of the arbitrator shall be final and binding upon the parties, except where the decision would require an enactment of legislation in which case the decision shall be binding only if and when such legislation is enacted. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement. Each case shall be considered on its merits and this collective bargaining agreement shall constitute the sole basis upon which the decision shall be rendered. If there is a question as to whether the arbitrator has jurisdiction to hear a case, this question must be heard and an immediate bench ruling issued by the arbitrator prior to his/her hearing and deciding the merits of the case. The arbitrator shall confine himself/herself to the precise issue the parties have agreed to submit for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the hearing or receipt of the transcript of the hearing.

Section 7. The arbitrator's fees and expenses shall be shared equally by APSCUF and the STATE SYSTEM/UNIVERSITIES, but each party shall bear its own cost of preparing and presenting its case to the arbitrator. Where one of the parties to this Agreement requests a postponement of a previously scheduled arbitration that results in a postponement charge, the postponing party shall pay such charge, unless the postponement results in a settlement of the grievance, in that event, the charge shall be divided equally among the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Either party to an arbitration may request that a transcript of the hearing be made. The requesting party shall pay the cost for the transcript and shall provide a copy free of charge to the arbitrator. In the event the party, who did not order a copy of the transcript at the hearing, subsequently

decides to order a copy of the transcript, that party shall share equally in the cost of the copy of the transcript provided to the arbitrator.

Section 8. The failure of either party to demand compliance with or to comply with the time limits of Steps One or Two of Paragraph 3 of this Article shall not bar either party from requiring that the stated time limits at Step Three be met.

Section 9. If a COACH has the right to appeal a discharge or other disciplinary action as allowed by another Article of this Agreement, he/she may do so at the second step of the grievance procedure. Any such appeal must be presented in writing within fifteen (15) calendar days after the COACH has received written notice of the disciplinary action. A copy of the written notice shall be mailed to the local APSCUF grievance chairperson and State APSCUF on the day the written notice is mailed or delivered to the COACH, whichever is earlier.

Section 10. Time of the Essence.

A. The filing of a grievance or appeal from any step of this grievance procedure or the notice of any intent to arbitrate shall be accomplished within the time limits specified and, in the event such is not done, the Administration's decision at the prior step shall be final and binding upon the parties and shall not be subject to further appeal of any kind, provided, however, that the said time limits may be extended by written or oral mutual agreement for any reason, and reasonable requests for extensions shall not be arbitrarily denied; and provided, further, that a grievant shall not be penalized as to time if he/she has been misled by a representative of the STATE SYSTEM/UNIVERSITIES.

B Failure to communicate a decision at any step of this grievance procedure within the specified time limits shall permit it to be advanced to the next step of the procedure, unless a longer period is established by mutual consent.

Section 11. Rights of APSCUF.

A. APSCUF's representative(s) shall be advised of the existence of a grievance as soon as the UNIVERSITY Administration becomes aware of its existence. As early as possible and practical, copies of all transcripts, documents and correspondence filed with respect to a grievance shall be made available to APSCUF, and at APSCUF's request be provided to APSCUF. Costs of reproduction shall be borne by APSCUF should the STATE SYSTEM/UNIVERSITIES request such payment.

B. Any individual COACH or group of COACHES shall have the right at any time to present grievances to the STATE SYSTEM/UNIVERSITIES and have them adjusted without the intervention of APSCUF as long as the adjustment is not inconsistent with the terms of this Agreement, and provided further that APSCUF has been given the opportunity to be present at such adjustment.

C. APSCUF's representative(s) shall be permitted to represent the grievant when requested to do so by the grievant and, in any event, to represent and speak on behalf of APSCUF's particular point of interest in connection with that grievance. In this regard, it is understood that the grievant has the right to represent himself/herself and APSCUF shall not interfere with that right.

Section 12. Disposition of Grievances. Any settlement, withdrawal or disposition of a grievance at Step One in paragraph 3 above shall not constitute a binding precedent for the settlement of similar grievances in the future. The parties shall endeavor to implement fully any settlement agreement(s) or arbitration award(s) within sixty (60) days of the receipt of said agreement or award.

ARTICLE 5
RIGHTS AND PRIVILEGES OF APSCUF

Section 1. Duly authorized representatives of APSCUF shall be permitted to transact official APSCUF business on behalf of COACHES on UNIVERSITY property at reasonable times, provided that such business shall not interfere with or interrupt normal UNIVERSITY operations or the responsibilities of COACHES.

Section 2. APSCUF shall have access to the use of UNIVERSITY equipment at reasonable times and after reasonable notice, provided such use does not interfere with the normal operations of the UNIVERSITY. APSCUF shall pay the cost of all materials, supplies and other charges incident to such use, including postage and telephones.

Section 3. The STATE SYSTEM/UNIVERSITIES shall make available to APSCUF, upon its reasonable request and within a reasonable time thereafter, such accurate information records, statistics and financial data related to the bargaining unit and operation of the UNIVERSITIES that are in the possession of the STATE SYSTEM/UNIVERSITIES or its agents and are necessary for negotiations and/or the implementation of this Agreement.

Section 4. COACHES shall be permitted to participate in meetings of APSCUF provided that UNIVERSITY management is given at least one week advance notice and that the duties and responsibilities of the COACHES are fulfilled, and provided further that any additional costs to the UNIVERSITY that arise as a result of the COACHES' participation in such meetings will be paid for by APSCUF, and provided finally that all expenses of the COACHES who participate in such meetings shall be paid for by APSCUF.

Section 5. The UNIVERSITIES shall advise APSCUF of all vacancies for COACHES in faculty, coaching, and management positions, but neither APSCUF nor COACHES shall have any special rights with respect to any such vacancies. The UNIVERSITIES are not required to send duplicative notices to APSCUF of vacancies.

Section 6. APSCUF shall have the right to use the UNIVERSITY'S mail distribution service (including electronic mail) for APSCUF official communications. The University will not block APSCUF email addresses.

Section 7. The STATE SYSTEM and/or the UNIVERSITIES shall advise the appropriate body of APSCUF two weeks in advance, or promptly after scheduling, of the open meetings of the UNIVERSITY'S Council of Trustees and of the STATE SYSTEM'S Board of Governors; and shall provide APSCUF with a copy of the advance agenda for any such meetings, if one is available. APSCUF, as the exclusive bargaining agent for the COACHES, shall at reasonable times and upon reasonable notice, have the right to request a place on the agenda for any such meeting. Any such request shall not be unreasonably denied. In addition, APSCUF shall be provided with copies of official minutes of all such meetings upon publication, provided the same are available for public distribution.

Section 8. All newly-hired COACHES shall be invited to attend a University-wide orientation once each year. APSCUF's designated representative shall be given a place on the agenda for at least 90 minutes at any formal UNIVERSITY-wide orientation.

Section 9. APSCUF may designate a COACH as the campus representative at each UNIVERSITY and up to two (2) statewide representatives from all UNIVERSITIES who shall be granted priority in the scheduling of athletic facilities and other professional responsibilities, except for previously scheduled athletic contests, in order to facilitate the implementation of this Agreement.

Section 10. Meet and Discuss

A. The Chancellor of the STATE SYSTEM or his/her designee shall meet monthly with a committee appointed by APSCUF for the purpose of discussing matters related to the implementation of this Agreement.

B. The UNIVERSITY President or his/her designee shall meet monthly with a committee appointed by the UNIVERSITY Chapter of APSCUF for the purpose of discussing matters related to the implementation of this Agreement unless APSCUF requests to have a separate meet and discuss format for COACHES at the UNIVERSITY level.

C. Meetings shall be scheduled in such manner and at such times as the parties may mutually determine.

D. A record of the proceedings of such meetings, which accurately reflects the substance of the discussion, shall be maintained if the parties at such meetings mutually agree.

ARTICLE 6
RIGHTS OF THE STATE SYSTEM/UNIVERSITIES

Section 1. The STATE SYSTEM/UNIVERSITIES at their sound discretion, possess the right, in accordance with applicable laws, to manage all operations and UNIVERSITY sports including the direction of COACHES and the right to plan, direct and control the operation of all facilities and property of the STATE SYSTEM, except as modified by this Agreement.

Section 2. As provided by Act 195 (Section 702), matters of inherent managerial policy are reserved exclusively to the STATE SYSTEM/UNIVERSITIES. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the public employer (STATE SYSTEM/UNIVERSITIES), standards of services, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

Section 3. The listing of specific rights in this Article is not intended to be or should not be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the STATE SYSTEM/UNIVERSITIES in the past.

ARTICLE 7
DUTIES, RESPONSIBILITIES, AND WORKLOAD

Section 1. It is recognized that intercollegiate athletics is a component of a UNIVERSITY's educational program and that COACHES have the responsibility to promote the academic success of student athletes. COACHES may also inform student athletes about possible conflicts between class meeting times and practices, and competitions. Other duties and responsibilities may include but need not be limited to the following:

A. Recruitment of student athletes.

B. Planning and management of competitions and practices.

C. Compliance with the rules and regulations of the NCAA, existing PSAC rules and regulations, and/or the rules and regulations of any other athletic conference of which the UNIVERSITY is a member.

D. Fundraising.

E. Planning and management of camps.

F. Advising student athletes about STATE SYSTEM/UNIVERSITY athletic policies and the requirements of the NCAA, PSAC, and/or any other athletic conference of which the UNIVERSITY is a member.

G. Budgeting.

H. For Head COACHES: Evaluating assistant COACHES and exercising the ultimate responsibility for the direction of the program.

Section 2. A COACH may perform administrative, facilities' management, or other non-coaching duties if such duties are part of his/her current assignment, or if part of a new COACH'S assignment when hired. If the UNIVERSITY wants to assign new administrative, facilities' management, or other non-coaching duties to a COACH during the term of a Contract of Employment, the COACH may decline the assignment without prejudice to the COACH'S employment or request that the proposed assignment be referred to the separate meet and discuss format for COACHES at the UNIVERSITY level for a recommended resolution of any issues in dispute.

Section 3. Workload

A. Regular Full-Time COACHES

1. Regular full-time COACHES shall be assigned coaching duties for 47 weeks of a twelve (12) month period (hereinafter "service period"). Hospital/medical insurance, supplemental benefits, and life insurance shall continue for the twelve (12) month period. The service period need not be consecutive months, weeks, or days. The service period shall be determined by the Athletic Director after discussion with the Regular, full-time COACH.

2. A Regular, full-time COACH shall not be entitled to any additional compensation for periods of time outside of his/her service period. However, if a Regular, full-time COACH is directed by a supervisor to work outside of his/her service period, such COACH shall receive compensation proportionate to his/her salary.

3. A Regular, full-time COACH shall not be entitled to use paid leave for periods of time outside his/her service period.

4. Each Regular full-time head COACH shall submit in advance a monthly schedule to the designated person for his/her approval. Such schedule may be modified by the head COACH with the approval of the designated person.

5. Each Regular full-time assistant COACH shall submit in advance a monthly schedule to the head COACH for his/her approval. A copy shall also be sent to the designated person. Such schedule may be modified by the assistant COACH with the approval of the head COACH, who shall send a copy of the modified schedule to the designated person.

6. Local APSCUF and a UNIVERSITY may agree to the submission of a schedule other than monthly.

7. The schedule for Regular full-time head and assistant COACHES need not reflect regular hours of work such as nine (9) to five (5), but should reflect the demands of the sport he/she coaches and/or other functions assigned to a COACH.

8. COACHES who have been designated by the UNIVERSITY as Regular full-time head and assistant COACHES and who currently work a service period of less than 47 weeks shall not have their service period lengthened without an appropriate salary increase as determined by the UNIVERSITY. Any such increase shall be in addition to salary increases provided for in this Agreement.

B. Regular Part-Time COACHES

1. Regular part-time COACHES shall be designated by the UNIVERSITY, and the assigned workload shall be set forth in the individual COACH'S Contract of Employment.

2. Each Regular part-time head COACH shall submit in advance a monthly schedule to the designated person for his/her approval. Such schedule may be modified by the Regular part-time head COACH with the approval of the designated person.

3. Each Regular part-time assistant COACH shall submit in advance a monthly schedule to the head COACH for his/her approval. A copy shall also be sent to the designated person. Such schedule may be modified by the Regular part-time COACH with the approval of the head COACH, who shall send a copy of the modified schedule to the designated person.

4. Local APSCUF and a UNIVERSITY may agree to the submission of a schedule other than monthly.

5. The schedule for Regular part-time head and assistant COACHES need not reflect regular hours of work such as nine (9) to five (5), but should reflect the demands of the sport he/she coaches and/or other functions assigned to a COACH.

C. Other COACHES

1. The work period for COACHES who are neither Regular full-time nor Regular part-time shall be determined by the Athletic Director after discussion with the COACH and/or head COACH, if applicable.

2. COACHES covered under this subsection shall submit, in advance, a monthly schedule to the designated person for his/her approval. Such schedule may be modified by a COACH with the approval of the designated person. The monthly schedule need not reflect regular hours of work such as nine (9) to five (5), but should reflect the demands of the sport and/or other functions assigned to a COACH.

3. Local APSCUF and a UNIVERSITY may agree to the submission of a schedule other than monthly.

D. If a part-time COACH is directed by a supervisor to work more than his/her assigned workload as specified in the Contract of Employment, he/she may file a grievance pursuant to Article 4, GRIEVANCE PROCEDURE AND ARBITRATION. A head COACH does not have the authority to direct a part-time COACH to work more than the assigned workload as set forth in the Contract of Employment.

E. Camps and Clinics

1. Camps and clinics run by Regular full-time COACHES shall be scheduled within the 47-week service period provided for in Section 3.A. above.

2. Current practices regarding compensation for camps and clinics, including dual compensation, run by Regular full-time COACHES employed as of the effective date of this Agreement shall continue.

3. Current practices regarding participation in and compensation for camps and clinics, including dual compensation, for Regular part-time head and assistant COACHES shall continue.

F. Fundraising

1. The monthly schedule submitted by Regular full-time and part-time COACHES shall reflect the fundraising activities that shall be performed for his/her sport.

2. COACHES may be required to perform fundraising activities that benefit a UNIVERSITY's athletic program on three (3) days per year.

G. Compensatory Leave

1. In the event a non-exempt, full-time COACH is required by the employer to work more than 40 hours in a work week, the non-exempt coach may, by mutual agreement between the Employer, the Coaches Committee chairperson and the non-exempt COACH, receive compensatory time in lieu of pay for each hour worked as follows:

a. Compensatory time at the rate of one hour for each hour worked between 37 ½ and 40 hours in a work week.

b. Compensatory time at the rate of one and one-half hours for each hour worked in excess of 40 hours in a work week.

2. In the event a non-exempt, part-time COACH is required by the employer

to work more than 40 hours in a work week, the non-exempt, part-time COACH may, by mutual agreement between the Employer, the Coaches Committee chairperson and the non-exempt COACH, receive compensatory time in lieu of pay at the rate of one and one-half hours for each hour worked in excess of 40 hours in a work week.

3. Compensatory time earned shall be scheduled by the Employer in an effort to minimize the amount of accumulated but unused compensatory time. The Employer shall make reasonable efforts to schedule earned compensatory time at times requested by the non-exempt COACH subject to management's responsibility to maintain efficient operations.

4. Earned but unused compensatory leave will be paid each year on the official start date of the COACH's sport season. Payment shall be at the rate of pay of the COACH in effect at the time of payment.

5. A COACH who is separated from the service of the Employer for any reason prior to taking compensatory time earned in accordance with the provisions above shall be compensated at the appropriate rate of pay in lump sum for any unused compensatory time accumulated.

Section 4. Interim Assignments

A Regular full-time COACH who, in addition to performing his/her duties, is assigned on an interim basis:

A. the duties of a vacant coaching position, or

B. the duties of a COACH who is on

1. a leave of absence extending greater than two weeks, or

2. a disciplinary absence extending greater than two weeks,

shall receive reasonable additional compensation. The additional compensation shall be a minimum of 125% of the COACH's regular base salary for the period in which he/she is assigned the additional duties.

ARTICLE 8
CONTRACTS OF EMPLOYMENT

Section 1.

A. Appointment as a COACH shall be pursuant to a Contract of Employment in the form set forth in Appendix A, B or F. The Contract of Employment for a COACH employed on the effective date of this Agreement shall continue to be in force unless a COACH has been

notified prior to the effective date of this Agreement that his/her Contract of Employment will not be renewed or extended.

B. The suggested language for an extension or renewal, as appropriate, of an existing contract of employment is contained in Appendix D.

Section 2.

A. Decisions not to renew or extend the Contract of Employment for any COACH shall not be reviewable in any manner through the grievance and arbitration procedure.

B. If the President or his/her designee decides not to renew or extend the Contract of Employment of a Regular full-time or Regular part-time COACH, the President or his/her designee will, upon request of the Regular full-time or Regular part-time COACH, communicate, in writing, the reasons for such action to the Regular full-time or Regular part-time COACH. Neither the decision nor the reason(s) shall be reviewable in any manner through the grievance and arbitration procedure.

Section 3. Regular Full-Time Head COACHES

A. Appointment as a Regular full-time head COACH shall be pursuant to a Contract of Employment in the form set forth in Appendix A. The Contract of Employment for a Regular full-time head COACH will reflect a full 12-month period, e.g., July 1 – June 30.

B. During the first five (5) full consecutive years of employment as a Regular full-time head COACH at his/her UNIVERSITY, the President or his/her designee may, in his/her sole discretion, set the duration of the Contract of Employment or any renewal thereof for up to a maximum of three (3) years. A Regular full-time head COACH whose Contract of Employment is not renewed as provided for above shall be ineligible for rehire in the same sport at his/her UNIVERSITY for two (2) years following the expiration of the Regular full-time head COACH'S Contract of Employment.

C. After completion of five (5) full consecutive years of employment as a Regular full-time head COACH at his/her UNIVERSITY, a Regular full-time head COACH shall receive a three (3) year ROLL-OVER CONTRACT OF EMPLOYMENT that may, at the sole discretion of the President or his/her designee, be extended annually one (1) additional year.

D. The President or his/her designee shall provide sixty (60) days' notice if the Contract of Employment of a Regular full-time head COACH shall not be renewed or extended. Failure to provide the required notice shall result in the extension of the Regular full-time head COACH'S Contract of Employment for one (1) additional year. Upon the expiration of the one (1) additional year, the Contract of Employment shall expire without any additional notice by the UNIVERSITY.

Section 4. Regular Full-time Assistant COACHES

A. Appointment as a Regular full-time assistant COACH shall be pursuant to a Contract of Employment in the form set forth in Appendix B. The Contract of Employment for a Regular full-time assistant COACH will reflect a full 12-month period, e.g., July 1 – June 30.

B. During the first five (5) full consecutive years of employment as a Regular full-time assistant COACH at his/her UNIVERSITY, the President or his/her designee may, in his/her sole discretion, set the duration of the Contract of Employment or any renewal thereof for up to a maximum of two (2) years. A Regular full-time assistant COACH whose Contract of Employment is not renewed as provided for above shall be ineligible for rehire in the same sport at his/her UNIVERSITY for two (2) years following the expiration of the Regular full-time COACH'S Contract of Employment.

C. After completion of five (5) full consecutive years of employment as a Regular full-time assistant COACH at his/her UNIVERSITY, a Regular full-time assistant COACH shall receive a two (2) year ROLL-OVER CONTRACT OF EMPLOYMENT that may, at the sole discretion of the President or his/her designee, be extended annually one (1) additional year.

D. The President or his/her designee shall provide sixty (60) days' notice if the Contract of Employment of a Regular full-time assistant COACH shall not be renewed or extended. Failure to provide the required notice shall result in the extension of the Regular full-time assistant COACH'S Contract of Employment for one (1) additional year. Upon the expiration of the one (1) additional year, the Contract of Employment shall expire without any additional notice by the UNIVERSITY.

Section 5. Regular Part-Time COACHES

A. Appointment as a Regular part-time COACH shall be pursuant to a Contract of Employment in the form set forth in Appendix A or B.

B. During the first five (5) full consecutive Contracts of Employment as a Regular part-time COACH at his/her UNIVERSITY, the President or his/her designee, may in his/her sole discretion, set the duration of the Contract of Employment or any renewal thereof up to a maximum of two (2) years. A Regular part-time COACH whose Contract of Employment is not renewed as provided for above shall be ineligible for rehire in the same sport at his/her UNIVERSITY for two (2) years following the expiration of the Regular part-time COACH'S Contract of Employment.

C. After completion of the fifth full consecutive Contract of Employment as a Regular part-time COACH at his/her UNIVERSITY, a Regular part-time COACH shall receive a two (2) year ROLL-OVER CONTRACT OF EMPLOYMENT that may, at the sole discretion of the President or his/her designee, be extended annually one (1) additional year.

D. The President or his/her designee shall provide sixty (60) days' notice if the Contract of Employment of a Regular part-time COACH shall not be renewed or extended. Failure to provide the required notice shall result in the extension of the Regular part-time COACH'S Contract of Employment for one (1) additional year. Upon expiration of the one (1) additional year, the Contract of Employment shall expire without any additional notice from the UNIVERSITY.

Section 6. Other Than Regular Full-Time and Part-Time COACHES

A. Appointment as other than a Regular full-time or Regular part-time COACH shall be pursuant to a Contract of Employment in the form set forth in Appendix F.

B. The President or his/her designee may, in his/her sole discretion, set the duration of a Contract of Employment or any renewal thereof for a maximum of up to two (2) years.

Section 7.

A. When a UNIVERSITY is considering elimination of a sport from its athletic program, it will notify local APSCUF no later than ten (10) calendar days after the conclusion of the respective sport's PSAC championship competition. Such notice will be at least ninety (90) days prior to the effective date of the sport's elimination. The UNIVERSITY will extend to local APSCUF an opportunity to meet and discuss within thirty (30) days of the notice.

B. If a UNIVERSITY decides to eliminate a sport from the UNIVERSITY'S athletic program, the COACH will be reassigned and the compensation provisions will be honored for the term of the Contract of Employment or until the COACH is employed elsewhere.

Section 8. A President or his/her designee shall retain the right, at his/her sole discretion, to buy-out a Contract of Employment for any reason subject to the compensation and benefit obligations set forth in the Contract of Employment. Such a decision shall not be reviewable in any manner through the grievance and arbitration procedure.

Section 9. If a UNIVERSITY hires a part-time COACH as a Regular full-time COACH and such action results in a change in duties and responsibilities, he/she shall be required to complete five (5) full consecutive years of employment as provided in Sections 3.B or 4.B above. Time spent as a part-time COACH at the UNIVERSITY may, at the sole discretion of the President or his/her designee, be counted toward the requirement to complete five (5) full consecutive years of employment at the UNIVERSITY.

Section 10. COACHES who perform work on an interim basis shall have their time served in the interim position applied towards roll-over, if successfully hired into the interim position, or have the time served as an interim coach applied towards the COACH's previous position held if s/he returns immediately to that coaching position.

Section 11. Any dispute between the COACH and the STATE SYSTEM/ UNIVERSITIES involving the interpretation or application of any provision of the COACH'S Contract of Employment will be subject to resolution through the grievance procedure set forth in Article 4 of this Agreement, except that a President's or his/her designee's decision not to renew, extend, or buy-out a Contract of Employment, shall not be subject to review in any manner through the grievance and arbitration procedure.

Section 12. Resignation

Any COACH who does not intend to return for the following sports year shall so notify the President or his/her designee at the earliest possible time, but not later than sixty (60) days prior to the resignation date.

Section 13. Notification

The President or his/her designee shall provide State APSCUF with a copy of any new contract of employment, letter advising a COACH that his/her contract of employment will be renewed or extended, letter advising a COACH that his/her contract of employment will not be renewed or extended, and letter of resignation submitted by a COACH. Such copies are for informational purposes and shall be mailed to State APSCUF on the day mailed or delivered to the COACH. Failure to provide such copies shall not adversely affect any action taken by the respective University.

ARTICLE 9
LEAVES OF ABSENCE

Section 1. Sick Leave

A. Accrual

1. Eligible Regular full-time COACHES (for purposes of this Section "coaches") shall accrue sick leave at the rate of fifteen (15) days for each 47-week service period.

2. Eligible Regular part-time COACHES (for purposes of this Section "coaches") shall accrue sick leave on a pro-rated basis.

3. Sick leave shall be cumulative from year to year up to a maximum of 300 days. There shall be no compensation for unused sick leave upon separation or if a Contract of Employment is not renewed.

4. The provisions of this Section shall not preclude the granting of additional sick leave by administrative action.

B. Usage

1. Assistant coaches shall submit written or electronic requests for sick leave in advance, to the extent possible, to the head coach.

2. Head coaches shall submit written or electronic requests for sick leave in advance, to the extent possible, to the Athletic Director.

3. Sick leave shall be granted and charged for each day of absence when a coach is scheduled to work, provided that no coach shall be charged more than five (5) days of sick leave for a week and no more than seven and one-half (7½) hours of sick leave per day.

4. No sick leave shall be used if the reason for the requested sick leave is an accidental injury that occurred while an eligible coach was engaged in remunerative work unrelated to UNIVERSITY duties.

5. A physician's statement may be required for absences of three (3) or more consecutive days because of illness or where management has reason to believe sick leave is being abused.

6. Where sickness in the immediate family requires an eligible COACH's absence from work, a COACH may use not more than five (5) days of sick leave in each Contract of Employment year. Immediate family, for purposes of this paragraph, is defined as the following persons: husband, wife, domestic partner, child, step-child, parent, brother or sister of the COACH or child of a COACH'S domestic partner. The UNIVERSITY may require proof of such family sickness in accordance with paragraph B.5 above.

7. An eligible COACH may use up to five (5) days of sick leave for the death of a spouse, domestic partner, parent, step-parent, child, or step-child and up to three (3) days of sick leave for the death of a brother, sister, grandparent, step-grandparent, grandchild, step-grandchild, brother-in-law or sister-in-law, son-in-law or daughter-in-law, parent-in-law, grandparent-in-law, aunt, uncle, or any relative residing in the COACH'S household.

C. Sick Leave Bank

The parties agree that COACHES who earn sick leave may participate in the APSCUF faculty sick leave bank.

1. All Regular full-time COACHES who have earned a minimum of fifty (50) days of sick leave shall be required to contribute one (1) day of sick leave each year to the sick leave bank. Should the sick leave bank be depleted, COACHES may contribute unused sick leave on a voluntary basis.

2. An eligible COACH who has exhausted all accumulated, paid leave and personal days may submit a request to local APSCUF to use days from the sick leave bank.

3. The sick leave bank will be administered by local APSCUF.

4. Local APSCUF shall notify the University of any COACH who has received approval to withdraw paid sick leave from the bank and the number of days approved. Local APSCUF shall provide the University with a report of all sick leave bank activity at the end of each academic year.

D. Payment for Sick Leave on Retirement

1. A COACH who retires shall be paid for his/her unused sick leave in accordance with the schedule below if they retire in accordance with the conditions in subsection 2:

Days Accumulated	**Days Paid**
10 to 74 days	10
75 to 149 days	20
150 to 224 days	30
225 to 299 days	40
300 and over	50

2. Eligibility for payment under subsection 1 above shall be as follows:

a. Retirement at age sixty (60) or above with five (5) years of COMMONWEALTH/STATE SYSTEM service as a COACH.

b. Disability retirement under the State Employees' Retirement System, or the Public School Employees' Retirement System. For purposes of this subsection, a retirement under the Alternative Retirement Plan shall be considered disability retirement if the retiree meets the standards used by the State Employees' Retirement System in accordance with the procedures provided for in Appendix C.

c. Retirement under age sixty (60) with at least twenty-five (25) years of COMMONWEALTH/STATE SYSTEM service. The twenty-five (25) years of service need not all be as a COACH but may include periods of COMMONWEALTH/STATE SYSTEM service in other than coaching positions.

3. A COACH shall not be paid for part days of accumulated sick leave.

4. If a COACH dies while in active service, unused sick leave shall be paid in accordance with Section 1.D.1 above to the designated beneficiaries of the deceased COACH provided that the COACH would have been eligible under Section 1.D.2. above or the COACH had seven (7) full years of COMMONWEALTH/STATE SYSTEM service. In the event of a work-related death, fifty (50) days of unused sick leave shall be paid to the designated beneficiaries, regardless of the age or number of years of service of the COACH.

5. No payment shall be construed to add to the credited service of the retiring COACH or to the retirement covered compensation of the member.

6. Payment for unused sick leave as provided in this Section shall be at the rate of pay of the COACH on the date of retirement.

Section 2. Extended Medical Absences Without Pay

A. A Regular full-time COACH shall be granted, upon written request, extended leave without pay for illness for a period of at least two (2) consecutive weeks, but not more than six (6) months. A Regular part-time COACH shall be entitled to extended leave without pay for illness on a pro-rata basis. The request shall be submitted to the Athletic Director in advance of the leave, if circumstances permit and include proof of illness in the form of a physician's certificate that shall state a prognosis and an expected date of return. Upon request of the COACH, an extension of up to an additional six (6) months of leave without pay for illness shall be granted, provided the COACH provides proof of continuing illness or disability in the form of a doctor's certificate that shall state a prognosis and an expected date of return. This extension shall be without employer-subsidized benefits.

B. The leave without pay may continue beyond the expiration date of the Regular full-time and Regular part-time COACH'S Contract of Employment up to the time limits provided for in paragraph 2.A above.

C. It is understood that the provisions of this Section are consistent with the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq, and that leave granted under this Section shall be designated as leave under the provisions of the Family and Medical Leave Act.

Section 3. Civil Leave

A. COACHES who have not volunteered for jury duty and are called for jury duty or are not a party in a civil or criminal court proceeding but are subpoenaed as a witness to attend such a court proceeding shall continue to receive their rate of pay, as defined in the Contract of Employment, while attending court. Evidence of such duty in the form of a subpoena or other written notification shall be presented to the immediate supervisor as far in advance as practicable.

B. COACHES who are subpoenaed as witnesses or who are named parties in the following administrative hearings shall continue to receive their rate of pay, as defined in the Contract of Employment, while attending such hearings: Unemployment Compensation Board of Review Referee, Workers' Compensation Judge, Workers' Compensation Appeal Board, State Civil Service Commission, and Pennsylvania Human Relations Commission.

Evidence of such duty in the form of a subpoena or other written notification shall be presented to the immediate supervisor as far in advance as practicable.

C. The term "court" as used in this Section is intended to mean only the following courts: Minor Judiciary Court, Court of Common Pleas, Commonwealth Court, and the United States District Court.

D. COACHES, while performing firefighting duties, civil air patrol activities or civil defense rescue work during a fire, flood, hurricane or other disaster, may be granted leave with pay.

E. Volunteer participation in firefighting activities, emergency medical technician activities, civil air patrol activities, or civil defense rescue work shall require the prior approval of the President or his/her designee. COACHES absent from work for reasons under paragraph 3.D of this Section shall be required to obtain a written statement from the fire company, forest unit, emergency management agency or other organization with which he/she served, certifying as to his/her activities during the period of absence.

Section 4. Parental Leave Without Pay

A. Regular full-time and Regular part-time COACHES (for purposes of this Section – "coach") who become parents through childbirth or formal adoption or placement of a child with a coach for foster care shall be granted parental leave without pay with benefits. The leave entitlement for Regular full-time coaches shall be six (6) months, which may extend the expiration date of the Contract of Employment. Leave entitlement for Regular part-time COACHES shall be pro-rated.

B. A coach shall submit notification to the immediate supervisor stating the anticipated duration of the leave at least two (2) weeks in advance, if circumstances permit. Such leave shall be granted for a period of time not to exceed six (6) months. Upon the request of the coach and at the discretion of the President or his/her designee, parental leave may be used on an intermittent or reduced-time basis at any time before the parental leave without pay entitlement expires. At the discretion of the President or his/her designee, at the end of the initial six-month parental leave without pay entitlement, an extension of parental leave without pay without benefits may be granted. In no case shall the total amount of leave exceed twelve (12) months. No unpaid parental leave shall be granted beyond one (1) year from the date of birth, of assuming custody of an adopted child, or of placement of a foster child.

C. In no case shall a pregnant coach be required to leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position.

D. While a coach is on parental leave, the duties of the position shall either be performed by remaining staff and the position kept vacant, or they shall be performed by a substitute employee.

E. It is understood by both parties that the provisions of this Section are consistent with the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq, and that leave

granted under this Section shall be designated as leave under the provisions of the Family and Medical Leave Act.

Section 5. Family Care Leave

A. After completing one year of service, COACHES who are otherwise eligible for Family and Medical Leave absence shall be granted, upon written request, up to twelve (12) weeks of leave without pay with benefits in a calendar year for the purpose of attending to the medical needs of a spouse, domestic partner, parent, son or daughter, or child of a COACH'S domestic partner, or other person qualifying as a dependent who has a serious health condition as defined by the Family and Medical Leave Act of 1993. Leave entitlement for Regular part-time COACHES shall be pro-rated.

Leave for this purpose may be taken one (1) day at a time if necessary. Leave shall be approved for less than one (1) day at a time when medically necessary due to a serious health condition as defined in the Family and Medical Leave Act of 1993.

The request, which shall be submitted at least two (2) weeks in advance if circumstances permit, must include documentation supporting the need for family care leave.

B. Employer-paid coverage for life insurance, hospital and medical insurance, and supplemental benefits as provided in Articles 11 and 12 will continue for the period of time the COACH is on family care leave under paragraph 5.A above.

C. The twelve (12) week entitlement under paragraph 5.A above may not be extended.

D. COACHES shall have the right to return to the same position held before going on family care leave.

E. For the purpose of this Section, "parent" shall be defined as the biological parent of the COACH or an individual who stood in loco parentis to a COACH when the COACH was a child.

For the purpose of this Section, "son or daughter" shall be defined as a biological, adopted, foster child, step-child, legal ward, or a child of a person standing in loco parentis who is: under eighteen (18) years of age; or eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

F. The calendar year shall be defined as beginning with the COACH'S first full pay period commencing on or after January 1 and continuing through the end of the COACH'S pay period that includes December 31.

G. Any eligible COACH who is on family care leave may use personal leave, earned unused compensatory leave and/or paid sick leave, where appropriate, as part of their family care leave. All other periods of leave related to family care leave shall be leave without pay.

H. It is understood by both parties that the provisions of this Article are consistent with the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq, and that leave granted under this Section shall be designated as leave under the provisions of the Family and Medical Leave Act.

Section 6. Work-Related Injury Leave

A. A COACH who sustains a work-related injury as the result of which the COACH is disabled, if so determined by a decision issued under the operation of the Workers' Compensation Insurance program, shall be entitled to work-related disability leave. Work-related disability leave is a leave of absence for which the COACH will be paid full pay reduced by an amount that yields a net pay, including Workers' Compensation and Social Security Disability Benefits, that is equal to the COACH'S net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding and Social Security and retirement contributions. Work-related disability leave shall be payable for an aggregate of twelve (12) months or for the duration of the disability, whichever is the lesser. In no case, however, will the aggregate of twelve (12) months extend beyond three (3) years from the date the injury occurred.

B. There shall be no reduction in credited service under the State Employees' Retirement Code during the period of time that the COACH is on work-related disability leave.

C. A COACH who qualifies for work-related disability leave shall not be entitled to use sick leave during the period of eligibility. If the disability continues, sick leave accumulation may be taken at the expiration of the eligibility period to the extent of such accumulation. Sick leave shall be earned on thirty-four percent (34%) of the work-related disability leave hours used.

D. A COACH is required to refund to the Employer the amount of the overpayment of pay if an overpayment results because a claim denial is issued under the operation of the Workers' Compensation Insurance program. In no case shall a COACH be entitled to full pay and Workers' Compensation and/or Social Security for the period of eligibility. The Employer shall recover any amount in excess of the COACH'S work-related disability leave amount. Failure to apply for or report Social Security or other applicable disability benefits to the Employer will result in the termination of work-related disability leave.

E. Employer-paid coverage for hospital and medical insurance and life insurance as provided in Articles 11 and 12 will continue for the period of time that the COACH is on work-related disability leave under paragraph 6.A above.

F. A COACH has the right to return to the same position held before being disabled, for a period of up to three (3) years from the date the injury occurred, provided the COACH is

fully capable of performing the duties of that position. This guarantee expires if the disability ceases prior to the expiration of the three (3) year period and the COACH does not return to work immediately; or if the COACH retires or otherwise terminates employment. During this period of time between the end of the work-related disability leave and the end of the guarantee in this paragraph, the COACH will be on leave without pay unless the COACH is using sick leave in accordance with 6.C above.

G. The compensation for disability retirement shall be in accordance with applicable law.

H. A COACH who sustains a work-related injury during the period of this Agreement, if so determined by a decision issued under the operation of the Workers' Compensation Insurance program, may be absent from work with pay on ten (10) occasions without use of sick leave for the purpose of continued medical treatment of the work-related injury for a period of three (3) years from the date the injury occurred. Each absence shall not exceed one work day or the minimum amount of time necessary to obtain the medical treatment, whichever is less, and must be substantiated by a doctor's certificate verifying that the medical services were necessary and related to the work injury. COACHES shall make reasonable efforts to schedule medical appointments during non-work hours. Verification of the length of the medical appointment may be required. This paragraph is not applicable to any absence for which Workers' Compensation is payable.

Section 7. Holidays

A. The provisions of this Section apply only to Regular full-time and Regular part-time COACHES.

B. The following days shall be recognized as major holidays:

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

C. The following days shall be recognized as minor holidays and shall be scheduled by the President or his/her designee. At the request of local APSCUF, the President or his/her designee shall meet and discuss concerning the matter of rescheduling minor holidays:

1. Presidents' Day
2. Columbus Day
3. Veterans' Day

D. Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday.

E. A Regular full-time and a Regular part-time COACH shall continue to receive his/her rate of pay as defined in the Contract of Employment for any holiday listed above provided he/she was scheduled to work on that day and was in active pay status on the day before and the day immediately subsequent to the holiday.

F. A Regular full-time and a Regular part-time COACH shall earn a minor holiday provided he/she was scheduled to work the actual day a minor holiday is celebrated and was in active pay status on the day before and the day immediately subsequent to the holiday.

G. A Regular full-time and a Regular part-time COACH who is required to work on a holiday shall be permitted to reschedule the holiday subject to the UNIVERSITY's responsibility to maintain efficient operations.

H. If a holiday is observed while a Regular full-time or Regular part-time COACH is on sick leave or other paid leave status, the COACH will receive pay for the holiday and the day will not be charged to sick leave, or other paid leave status.

Section 8. Childrearing Leave

Regular full-time and Regular part-time COACHES may be granted leave without pay, without benefits, at the sole discretion of the President or his/her designee for the purpose of childrearing, for a period not to exceed two (2) years, which may be extended by the President or his/her designee for an additional two (2) year period. The UNIVERSITY may hire a temporary COACH for the length of the leave of absence, and the Contract of Employment for such temporary COACH shall not be subject to the provisions of Article 8.

Section 9. Miscellaneous Leaves Without Pay

A Regular full-time and a Regular part-time COACH may be granted a leave without pay at the sole discretion of the President or his/her designee, such discretion shall not be reviewable in any manner through the grievance and arbitration procedure.

Section 10. Out-Service Training

A. Regular full-time and Regular part-time COACHES may, with the prior written approval of the President or his/her designee, participate in out-service training consistent with the provisions of Management Directive 505.7, as amended during the term of this Agreement.

B. Allowance for travel expenses in accordance with Article 16, TRAVEL EXPENSES, may be granted to COACHES on such leave, subject to the availability of funds and to STATE SYSTEM/UNIVERSITY regulations.

Section 11. Military Leave

COACHES shall be eligible for military leave in accordance with all applicable laws and, at the COACH'S request, may use accumulated personal leave for military service.

Section 12. Personal Leave

A. Regular full-time COACHES shall be eligible for two (2) personal days per service period.

B. One (1) personal day shall be earned in each first half of the service period. Eligible COACHES must have thirty (30) days service in compensable pay status in each half of the service period to earn the personal leave entitlement under Section 12.A above.

C. Personal leave shall be scheduled and granted for periods of time requested by an eligible COACH and within an eligible COACH'S service period subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number on personal leave, the COACH with the highest total years of service at the UNIVERSITY shall be given his/her choice of personal leave in the event of a conflict in selection.

D. Personal leave to which an eligible COACH may become entitled shall be granted before it is earned subject to management's responsibility to maintain efficient operations. An eligible COACH who is permitted to anticipate such leave and who subsequently terminates employment shall reimburse the UNIVERSITY for those days of personal leave taken but not earned.

E. An eligible COACH who becomes ill while on personal leave will not be charged personal leave for the period of illness provided he/she furnishes satisfactory proof of such illness upon his/her return to work.

ARTICLE 10
COMPENSATION

Section 1.

A. The salary and the duties and responsibilities for each COACH who has a Contract of Employment as of the effective date of this Agreement shall not change during the Contract of Employment, unless otherwise provided herein.

B. The salary to be paid each COACH, the sport or sports at the UNIVERSITY for which the COACH will be responsible, and his/her duties and responsibilities will be determined by individual negotiations between the UNIVERSITY President, or his/her designee, and the COACH at the time of appointment or as duties and responsibilities change.

C. Regular full-time COACHES will be paid based on 26.08 pay periods.

Section 2. Minimum Salaries

A. The minimum salary for a full-time head COACH shall be $40,000.

B. The minimum salary for a full-time assistant COACH shall be $35,000.

C. The minimum salary for part-time head and assistant COACHES, regardless of the sport that he/she coaches, shall be a percentage of $30,000 for head COACHES and $25,000 for assistant COACHES. The workload percentage assigned to a part-time COACH shall be utilized to calculate the minimum salary for a part-time COACH. For example, the minimum salary for a part-time assistant COACH who is assigned a twenty-five percent (25%) workload shall be twenty-five percent (25%) of $25,000, or $6,250.

Section 3. Fiscal Year 2016-2017

A. Effective October 1, 2016, COACHES with at least one (1) year of service as of October 31, 2016 will receive a three percent (3.0%) annual salary adjustment. A COACH must be in an active pay status as of the date of ratification by the Board of Governors to receive the above annual salary adjustment.

B. Each Regular full-time COACH employed on January 1, 2016 and in an active pay status on the date this agreement is ratified by the Board of Governors will receive a one-time lump sum cash payment of $1,500.

C. Each Regular part-time COACH employed on January 1, 2016 and in an active pay status on the date this agreement is ratified by the Board of Governors will receive a one-time lump sum cash payment of $750.

Section 4. Fiscal Year 2017-2018

A. Effective July 1, 2017

1. Each University shall establish a merit pool of two and one-half percent (2.5%) of the cumulative value of each COACH'S salary at his/her UNIVERSITY as of the start of the fall 2017 semester.

2. Each COACH with at least one (1) year of service at his/her UNIVERSITY as of the start of the fall 2017 semester shall receive a salary increase based on his/her performance level as noted below:

Performance Level	**Salary Increase**
Significantly Exceeds Expectations	2.5%
Above Expectations	2.0%

At Expectations	1.5%
Below Expectations	No Increase
Unsatisfactory	No Increase

3. The total cost of the merit pay adjustments as provided for in subsection 2 above shall be calculated after the merit increases are awarded. If the total cost of the merit increases is less than the total value of the merit pool as provided for in subsection 1, the residual amount shall be divided by the number of COACHES at the UNIVERSITY with a performance rating of "At Expectations" or above. The result of this calculation then shall be added to the base salary of each COACH with a performance rating of "At Expectations" or above, retroactive to July 1, 2017.

4. Each COACH shall be evaluated utilizing the evaluation procedure set forth in Article 23 and the Performance Review and Evaluation Document provided for in Appendix E.

B. Effective January 1, 2018

COACHES with at least one (1) year of service as of January 31, 2018 will receive a two and three-quarter percent (2.75%) annual salary adjustment.

Section 5. Fiscal Year 2018-2019

A. Effective July 1, 2018

1. Each University shall establish a merit pool of two and one-half percent (2.5%) of the cumulative value of each COACH'S salary at his/her UNIVERSITY as of the start of the fall 2018 semester.

2. Each COACH with at least one (1) year of service at his/her UNIVERSITY as of the start of the fall 2018 semester shall receive a salary increase based on his/her performance level as noted below:

Performance Level	**Salary Increase**
Significantly Exceeds Expectations	2.5%
Above Expectations	2.0%
At Expectations	1.5%
Below Expectations	No Increase
Unsatisfactory	No Increase

3. The total cost of the merit pay adjustments as provided for in subsection 2 above shall be calculated after the merit increases are awarded. If the total cost of the merit increases is less than the total value of the merit pool as provided for in subsection 1, the residual amount shall be divided by the number of COACHES at the UNIVERSITY with a performance rating of "At Expectations" or above. The result of this calculation then shall be added to the

base salary of each COACH with a performance rating of "At Expectations" or above, retroactive to July 1, 2018.

4. Each COACH shall be evaluated utilizing the evaluation procedure set forth in Article 23 and the Performance Review and Evaluation Document provided for in Appendix E.

B. Effective January 1, 2019

COACHES with at least one (1) year of service as of January 31, 2019 will receive a two and one-half percent (2.5%) annual salary adjustment.

Section 6. A President or his/her designee may increase the base salary of a COACH or provide a cash payment based on an assessment of exceptional performance. Any such increase or cash payment shall be in addition to the salary increases provided for in this Article, and no monies allocated to the merit pool(s) provided for herein shall be used to fund any exceptional increase provided for in this Section. Decisions to award or not award such increases or cash payments shall not be subject to review through the grievance and arbitration procedure. The President or his/her designee shall provide local APSCUF with written notice of any such increases or cash payments and the reasons therefore at least one (1) week in advance of the effective date.

Section 7. In addition to the salary adjustments provided for in this Article, a President or his/her designee may, at his/her sole discretion, authorize an additional salary adjustment in order to meet pay equity requirements. Any such salary adjustment shall be in addition to the salary increases provided for in this Article.

Section 8. Salary adjustment decisions shall not be reviewable in any manner through the grievance and arbitration procedure.

ARTICLE 11
HOSPITAL AND MEDICAL INSURANCE AND SUPPLEMENTAL BENEFITS

Section 1. Eligible full-time COACHES shall be provided an annual opportunity to make health plan enrollment changes. Eligible COACHES shall be those determined by the health plans in accordance with the eligibility provisions of the State System of Higher Education Group Health Program (SSHEGHP). The choice among plans shall be operated as follows:

A. The option to elect the coverage in a plan shall be made available to those eligible full-time COACHES who reside within the service area of the plan.

B. The amount and kind of benefits available to eligible full-time COACHES shall be those offered by the plan and contracted for by the STATE SYSTEM.

C. The option to elect coverage under a plan shall be available during annual open enrollment periods designated by the STATE SYSTEM and the plans. Eligible Regular full-time COACHES who move into a plan's service area may choose from available plans. Eligible Regular full-time COACHES who leave the service area or who are dissatisfied with an HMO may elect coverage in the PPO (plan design as referenced at subsection 1.F of this Article).

D. Effective January 1, 2017, the current Health Maintenance Organization (HMO) plans will be closed to new enrollments.

E. Effective July 1, 2017, the Keystone East HMO, the Keystone Central HMO and the Geisinger HMO plans will be eliminated. COACHES enrolled in those HMO plans will be enrolled in the PPO plan unless they choose to waive coverage. The UPMC HMO will remain in place for COACHES enrolled in the plan prior to January 1, 2017, but will be modified effective July 1, 2017 to have the same plan design features as those in effect for the PPO plan, including member deductibles and copays. The indemnity plan for active COACHES was terminated effective July 1, 2015.

F. The State System will offer a Preferred Provider Organization (PPO) plan. The plan design for the PPO shall be as referenced in the Memorandum of Agreement of February 6, 2004, except as follows: (a) effective July 1, 2013, the office visit copay for specialists shall be increased from $15 to $25; and (b) effective July 1, 2013, the copay for an emergency room visit shall be increased from $50 to $100 (waived if admitted). Effective January 1, 2017, the PPO plan design will be modified as described in Appendix 1.

Section 2.

A. The STATE SYSTEM shall provide dependency coverage where the dependents, spouses/domestic partners and children, of the eligible Regular full-time COACH qualify under such plan.

B. Spouse/Domestic Partner Coverage: Effective for COACHES hired on or after July 1, 2013, if a COACH wishes to enroll his or her spouse or domestic partner in a STATE SYSTEM health plan, and that spouse or partner is eligible for coverage under his or her own employer's plan, the spouse/partner shall be required to enroll in that other employer's plan (which shall be his or her primary coverage), as a condition of eligibility for secondary coverage under the STATE SYSTEM plan, without regard to the amount of the cost-sharing required under the spouse/partner's plan, and without regard to any incentive the spouse/partner's plan may offer to the spouse/partner not to enroll. In the event that the spouse/partner loses coverage through his/her employer, the spouse/partner's coverage under the STATE SYSTEM plan shall immediately become primary.

Section 3. The State System shall continue to provide each Regular part-time COACH who is expected to be in an active pay status at least fifty percent (50%) of the time every pay period in his/her service period with fifty percent (50%) State System paid coverage under the PPO plan. In addition, it shall provide fifty percent (50%) State System paid dependency coverage

where the dependents, spouses/domestic partners and children, of the Regular part-time COACH qualify under such plan. Eligible Regular part-time COACHES shall contribute fifty percent (50%) of the State System's cost of coverage for the type of contract for the health and prescription drug plan selected by each Regular part-time COACH in addition to the percentage of salary contribution required under Section 6.A.

Section 4. The STATE SYSTEM shall provide prescription drug coverage for all of the SSHEGHP plans through a prescription drug card. The prescription drug coverage shall include:

A. A three-tier open formulary with retail co-payments of $5 for generic, $18 for brand formulary, and $36 for brand non-formulary drugs for up to a thirty (30) day supply. Effective January 1, 2017, these retail co-payments shall be increased to $10 for generic, $30 for brand formulary, and $50 for brand non-formulary drugs for up to a thirty (30) day supply.

B. Co-payments for mail order prescriptions of two times the retail co-payments set forth in A. above for up to a ninety (90) day supply.

C. There shall be no deductible for prescription coverage.

D. If a physician prescribes a brand name drug and indicates no substitution, then the COACH will not pay the difference between that drug and the generic drug. However, if a COACH chooses a brand name drug when his/her physician has indicated that substitution of a generic drug is acceptable, the COACH must pay the difference in the cost between the brand name drug and the generic drug.

E. Effective July 1, 2017, the STATE SYSTEM will implement prescription drug clinical management programs [Managed RX Coverage Program (MRxC), including step edits, and expansion of Managed Prior Authorization Program] to encourage cost-effective utilization.

F. Effective July 1, 2017, the STATE SYSTEM will establish a mandatory Specialty Pharmacy Vendor program. COACHES and their enrolled dependents who need to obtain specialty medications must purchase those medications from the designated Specialty Pharmacy Vendor to receive the in-network benefit.

Section 5.

A. Regular full-time and Regular part-time COACHES who are granted leave without pay due to sickness or parental leave will continue to receive medical and prescription benefits under the State System of Higher Education Group Health Plan (SSHEGHP) and supplemental benefits under the Management Benefits Program for up to six (6) months. Regular full-time and Regular part-time COACHES who are granted family care leave will continue to receive medical and prescription benefits and supplemental benefits under the Management Benefits Program for up to twelve (12) weeks. Medical and prescription benefits will continue provided that the required contribution is paid while on leave. If the Regular full-

time and Regular part-time COACH does not pay their share of the premium, coverage will be cancelled and they will be permitted to continue coverage under COBRA provisions or on a direct pay basis. The State System shall continue to pay the entire premium for supplemental benefits under the Management Benefits Program.

B. Regular part-time COACHES and Regular full-time COACHES who are placed on suspension or who are granted leave without pay for any reason other than for sickness, parental, or family care leave for longer than one (1) full pay period, or who are on leave without pay due to sickness or parental leave, longer than six (6) months, or family care leave longer than twelve (12) weeks will be permitted to continue coverage under COBRA provisions or on a direct pay basis.

C. Medical, prescription and supplemental benefits shall cease on the date a COACH terminates employment. For the purposes of this section, termination of employment does not include death. For surviving dependents, when the last day of employment falls between the first and the 14th of the month, coverage will end on the last day of that month. When the last day of employment falls between the 15th and the last day of the month, coverage will end on the 14th of the following month.

Section 6.

A. Employee Contributions

1. Effective January 10, 2014 through the December 23, 2016 pay date, all participating active eligible Regular full-time and Regular part-time COACHES shall contribute on a pre-tax basis through bi-weekly payroll deductions, two and one-half percent (2.5%) of the COACH's bi-weekly gross salary toward the cost of medical and prescription drug benefits. The bi-weekly gross salary excludes premium or supplemental payments such as overtime (if applicable), camp or workshop stipends or payments, etc.

2. Effective with the January 6, 2017 pay date, the contribution rate for Regular full-time and Regular part-time COACHES will increase to two and three-quarter percent (2.75%) of the COACH'S bi-weekly gross salary.

3. Effective with the January 5, 2018 pay date, the contribution rate for Regular full-time and Regular part-time COACHES will increase to three percent (3.0%) of the COACH'S bi-weekly gross salary.

4. The STATE SYSTEM will continue to offer a health care management program (wellness program) to eligible Regular full-time and Regular part-time COACHES in consultation with the Health Care Cost Containment Committee as provided in Appendix H.

5. Eligible COACHES and covered spouses/domestic partners must complete the requirements of the health care management program (wellness program) by the cut off dates in order to contribute at the participation levels in 6.A. 1, 2 and 3 above.

6. For those eligible COACHES and covered spouses/domestic partners who do not participate in the health care management program (wellness program), contributions will increase as follows:

a. From the pay date of January 10, 2014 through the pay date of December 23, 2016, an additional two and one-half percent (2.5%) which shall bring the total contribution for non-participants to five (5.0%) of an eligible COACH'S bi-weekly gross salary.

b. As of the January 6, 2017 pay date, an additional two and one-quarter percent (2.25%) which shall bring the total contribution for non-participants to five (5.0%) of an eligible COACH'S bi-weekly salary.

c. As of the January 5, 2018 pay date, an additional two percent (2.0%) which shall bring the total contribution for non-participants to five (5.0%) of an eligible COACH'S bi-weekly salary.

d. As of July 1, 2017, the additional contribution for COACHES and covered spouses/domestic partners who do not participate in the health care management program (wellness program) will be the lesser of: 1) the additional percent of an eligible COACH's bi-weekly gross salary in 6.A.6.b and 6.A.6.c above, or 2) an additional payment equal to thirty percent (30%) of the STATE SYSTEM's expected costs developed by the plan administrator of a single contract.

7. The wellness program participant rate shall apply if wellness program participation is not available to an employee.

8. COACHES moving from the HMOs to the PPO (for example, as a result of elimination of the HMOs under Subsection 1.E above) shall be subject to the State System's standard process for those who newly enroll in the PPO (either new employees or those moving from an HMO to a PPO). They will initially be enrolled at the lower contribution rates (set forth in Subsections 6.A. 1, 2 and 3 above), and will have until the end of the wellness program participation period to complete the program requirements in order to qualify for the lowest contribution rate effective with the beginning of the next plan year.

B. If the employee contribution for medical and prescription drug benefits for non-represented employees of the STATE SYSTEM [except those in the Pennsylvania Employee Benefit Trust Fund (PEBTF)] decreases during the life of this Agreement, then the amount of employee contribution required of COACHES shall be reopened for negotiations.

Section 7.

A. The Health Care Cost Containment Committee which was established as of July 1, 2004, shall continue as modified herein. Effective July 1, 2007, the Health Care Cost Containment Committee shall be composed of twelve (12) members with six (6) management representatives

and six (6) union representatives, four (4) of whom shall represent and be appointed by APSCUF, one (1) who shall represent and be appointed by OPEIU Healthcare Pennsylvania, Local 112, and one (1) who shall represent and be appointed by SPFPA.

B. The Health Care Cost Containment Committee shall meet periodically to discuss health care cost containment strategies. The Committee may also make recommendations for modifications to the health care plans. The Committee shall make recommendations to the STATE SYSTEM and APSCUF for modifications of the health care plans for active eligible Regular full-time and Regular part-time COACHES. All recommendations of the committee must have been approved by Committee members by a majority vote of both management members and a majority vote of union members.

C. Health and prescription drug rate information used to determine premiums and employee contributions shall be shared with all members of the Committee.

D. In the event that comprehensive healthcare legislation is passed, the parties agree to refer such legislation to the Health Care Cost Containment Committee to make a recommendation regarding appropriate changes for the existing active and annuitant health care programs.

Section 8. Annuitant Health Care Coverage

A. The State System shall allow each Regular full-time and Regular part-time COACH who was eligible as an active COACH under the SSHEGHP and who retires to elect coverage upon retirement under the Annuitant Health Care Program (AHCP). In addition, dependency coverage shall be available for qualified dependents of the annuitant. Eligible dependents will include spouses/domestic partners and dependent children. Annuitants will be responsible for any applicable tax consequences of covering dependents.

B. Effective November 1, 2005, AHCP benefits for new pre-Medicare eligible retirees shall be those in effect for active Regular COACHES, and may change from time-to-time as active Regular COACH benefits change. COACHES retiring prior to January 1, 2006, and who meet the criteria in subsection G. below will be eligible to elect coverage in the AHCP and the STATE SYSTEM will continue to pay the full cost of coverage.

C. Eligible COACHES who retire after December 31, 2016 and on or before June 30, 2017, and are not eligible for Medicare, or their enrolled spouse and/or dependent(s) are not eligible for Medicare, will be enrolled in the AHCP PPO plan for pre-Medicare annuitants with the same PPO plan design in effect for active COACHES on December 31, 2016.

D. Effective July 1, 2017, AHCP benefits for all future pre-Medicare eligible retirees shall be those in effect for active employees, and will change as active employee benefits change.

E. Annuitant Contributions

1. Eligible Regular full-time and Regular part-time COACHES who retire

after December 31, 2005 and prior to July 1, 2008, and who enroll in the AHCP shall contribute to the cost of coverage. The annual contribution rate shall be one percent (1.0%) of a COACH'S final annual gross salary at the time of retirement from STATE SYSTEM service, and will be payable monthly at the rate of one-twelfth of the annual contribution rate.

2. Eligible Regular full-time and Regular part-time COACHES who retire after June 30, 2008, and who enroll in the AHCP shall contribute to the cost of coverage. The annual contribution rate shall be the percentage rate of a COACH's final annual gross salary that was in effect at the time of retirement from STATE SYSTEM service. Throughout the annuitant's lifetime while enrolled in the AHCP, this contribution shall be adjusted in the same manner as active COACHES' contributions are adjusted. Contributions will be payable monthly at the rate of one-twelfth of the annual contribution rate.

3. The wellness program and non-participant contribution increases set forth in Appendix H and in Section 6.A.6. a, b, and c of this article shall not apply to annuitants.

F. Eligible Regular full-time and Regular part-time COACHES who retire and are covered under the AHCP will be required to enroll in Medicare Part B when they become Medicare eligible in order to continue comprehensive medical coverage. The STATE SYSTEM shall continue to provide the Blue Shield Signature 65 Supplement or equivalent.

G. The State System shall continue to pay the cost of coverage, subject to the required annuitant shares, for annuitants who retire under 1, 2, or 3 below and who have elected coverage under the AHCP. For purposes of the section, "credited service" for all COACHES hired on or after July 1, 1997, shall only include actual service with the STATE SYSTEM or COMMONWEALTH and shall not include other types of service purchasable for retirement credit.

1. Retirement at or after superannuation age with at least ten (10) years of credited service in the State and/or Public School Employees' Retirement Systems, or Alternative Retirement Plan, except that an eligible COACH who leaves State System employment prior to superannuation age, vests retirement benefits and subsequently retires at or after superannuation age must have 25 years of credited service on the date of termination of employment in the State and/or Public School Employees' Retirement Systems, or Alternative Retirement Plan. For purposes of this paragraph, superannuation under the Alternative Retirement Plan shall be sixty (60) years of age with at least ten (10) years of Commonwealth/State System and/or public school service. For purposes of this subsection, for eligible COACHES who began employment July 1, 1997, and after, the service requirement shall be fifteen (15) years rather than ten (10) years. For all eligible COACHES who began employment on or after August 1, 2005, the years of credited service required for eligibility shall increase to twenty (20) years of credited service.

2. Disability retirement, which requires at least five years of credited service in the State and/or Public School Employees' Retirement Systems or the Alternative Retirement Plan.

For purposes of this subsection, retirement under the Alternative Retirement Plan shall be considered disability retirement if the retiree meets the same disability retirement standards used by the State Employees' Retirement System in accordance with the procedures provided for in Appendix C.

3. Other retirement, including retirement under the Alternative Retirement Plan, with at least twenty-five (25) years of credited service in the State and/or Public School Employees' Retirement Systems and who have elected coverage under the AHCP.

For purposes of this subsection, Alternative Retirement Plan members who began employment before July 1, 1997, may receive retirement credit that they would be entitled to purchase under the rules of the State Employees' Retirement System (SERS) for military service, for service in other public colleges and universities, and for other permissible service credit purchases. Such retirement credit must be certified as eligible by SERS as creditable under its rules.

H. An eligible COACH who retires prior to July 1, 2009, and is enrolled in the indemnity plan at the time of retirement, may continue that enrollment as an annuitant. However, the indemnity plan will not be available to pre-Medicare retirees who retire after June 30, 2009. Eligible COACHES who retire after June 30, 2009, and who enroll in the AHCP and are not eligible for Medicare, will have the choice of enrollment in the PPO or other approved plan under the AHCP.

I. An eligible COACH who retires prior to July 1, 2009, and receives health benefits in accordance with subsection E. above under the present indemnity plan shall have major medical coverage in retirement equal to the major medical coverage that he/she had on the day prior to his/her retirement.

Section 9. It is understood that the references to the types of health plans in this Article shall not restrict the STATE SYSTEM's right, after consultation with APSCUF, to replace the current insurers/administrators with other insurers/administrators, provided equivalent coverage, benefits and STATE SYSTEM/COACH contributions are maintained.

Section 10.

A. Regular full-time COACHES and Regular part-time COACHES who are expected to be in an active pay status at least fifty percent (50%) of the time every pay period in his/her service period and eligible dependents, spouses/domestic partners and children, will be provided with dental and vision benefits in accordance with the Management Benefits Program.

B. The STATE SYSTEM shall provide hearing benefits for all active eligible COACHES and their covered dependents who are enrolled in a State System health plan (the Highmark PPO and the HMO plans). Effective January 1, 2017, the maximum hearing benefit shall be $1,250 per ear every 36 months.

Section 11. Any changes negotiated with the APSCUF faculty bargaining units to the health plans and/or tiers offered and to plan design under the Pennsylvania State System of Higher Education Group Health Plan (including prescription drug) and the Pennsylvania State System Annuitant Health Care Program (AHCP) will be applicable to the COACHES with the exception of employee and annuitant contributions which are provided under Sections 6 and 8, respectively, of this Article.

ARTICLE 12
LIFE INSURANCE

Section 1. The STATE SYSTEM/UNIVERSITIES shall continue to assume the entire cost of the life insurance coverage for eligible COACHES as set forth in the currently existing life insurance plan as modified by Section 2. The amount of the insurance is based on the COACH'S salary in effect on the preceding January 1, rounded to the nearest $1,000, but not to exceed $50,000.

Section 2. Eligible COACHES who are granted leave without pay due to illness or parental leave will continue to receive one hundred percent (100%) STATE SYSTEM paid coverage under the current life insurance plan for up to six (6) months. Eligible COACHES who are granted family care leave without pay will continue to receive one hundred percent (100%) STATE SYSTEM paid coverage under the current life insurance plan for up to twelve (12) weeks.

Section 3. Eligible COACHES who are placed on suspension or who are granted leave without pay for any reason other than illness, parental leave, or family care leave for longer than one (1) full pay period may remain in the program for up to one (1) year by paying the entire premium.

Section 4. The STATE SYSTEM/UNIVERSITIES shall continue to provide each eligible COACH who is covered under the currently existing life insurance plan with fully paid accidental death benefits for work-related accidental deaths. The amount of coverage is $20,000, unless the survivor or minor children are entitled to benefits under Act 101 of 1976.

ARTICLE 13
RETIREMENT

Section 1. COACHES shall have the option to elect retirement under the State Employees' Retirement System, the Public School Employees' Retirement System, or Alternative Retirement Plan (see Section 3 below), in accordance with COMMONWEALTH rules and regulations then obtaining. In addition, they shall continue to enjoy those other retirement benefits that are currently provided under applicable laws. The amount to be contributed by the STATE SYSTEM in the event of a selection of Alternative Retirement Plan (see Section 3 below), shall be calculated at the rate actuarially determined exclusively by the

State Employees' Retirement Board to be payable to the State Employees' Retirement Fund for each such COACH.

Section 2. The parties shall meet and discuss during the term of the Agreement concerning aspects of the COMMONWEALTH'S retirement program that are of mutual interest.

Section 3. The STATE SYSTEM has established an Alternative Retirement Plan for State System employees, which includes the vendor TIAA-CREF, and one or more other retirement vendor(s). Additions or deletions of a vendor(s) in the Alternative Retirement Plan shall be brought to State Meet and Discuss for informational purposes only.

Section 4. The provisions of this Article shall not be subject to the provisions of Article 4, GRIEVANCE PROCEDURE AND ARBITRATION.

ARTICLE 14
MAINTENANCE OF MEMBERSHIP AND CHECK-OFF

Section 1. Maintenance of Membership. All COACHES who are members of APSCUF as of the date of ratification of this Agreement, or who thereafter during its term become members of APSCUF, shall, as a condition of continued employment, maintain their membership in APSCUF for the term of this Agreement, provided, however, that any such COACH may resign from membership in APSCUF during the period of fifteen (15) days prior to the expiration of the Agreement (June 16, 2015 through June 30, 2015) by sending a certified letter (return receipt requested) to APSCUF headquarters, Harrisburg, Pennsylvania, and a copy to his/her personnel office. The letter shall be postmarked between June 16 and June 30, inclusive, and shall state that the COACH is resigning his/her membership and, where applicable, is revoking his/her check-off authorization. The payment of dues and assessments while he/she is a member shall be the only requisite employment condition.

Section 2. Check-off.

A. The STATE SYSTEM/UNIVERSITIES agree to deduct in biweekly installments the regular annual dues of APSCUF from the pay of those COACHES who individually request in writing that such deductions be made. The amount(s) to be deducted shall be certified in writing by APSCUF to the STATE SYSTEM/ UNIVERSITIES and the aggregate deductions from all COACHES shall be remitted monthly to APSCUF, together with an itemized statement containing the names of the COACHES from whom the deductions have been made and the amount so deducted from each one. The aforesaid remittance shall be made by the last day of the month following the month in which such deductions have been made. Each COACH'S written authorization shall be irrevocable for the term of this Agreement but may be revoked at the expiration thereof, as provided in Section 1 above.

B. The STATE SYSTEM/UNIVERSITIES shall provide APSCUF, on a quarterly basis, a list of COACHES in the bargaining unit. This list shall contain the COACH'S name,

Social Security number, address, University, and whether the COACH is a member or non-member.

C. APSCUF shall indemnify and hold the STATE SYSTEM/ UNIVERSITIES harmless against any and all claims, suits, orders or judgments brought or issued against the STATE SYSTEM/UNIVERSITIES as a result of the action taken or not taken by the STATE SYSTEM/UNIVERSITIES under the provisions of this Article.

D. The STATE SYSTEM/UNIVERSITIES and APSCUF hereby agree that all non-members of APSCUF shall be subject to a fair share fee as provided for in Act 84 of 1988 (S.B. 291 and any amendments thereto).

E. The STATE SYSTEM/UNIVERSITIES further agree to deduct a fair share fee bi-weekly from all COACHES in the bargaining unit who are not members of APSCUF.

Authorization from non-members to deduct fair share fees shall not be required. The amounts to be deducted shall be certified to the STATE SYSTEM/UNIVERSITIES by APSCUF and the aggregate deductions of all employees shall be remitted together with an itemized statement to APSCUF by the last day of the month following the month in which such deductions have been made.

ARTICLE 15
MISCELLANEOUS CONDITIONS

Section 1. Unemployment Compensation. COACHES shall be eligible for unemployment compensation benefits as provided by law.

Section 2. The STATE SYSTEM/UNIVERSITIES shall continue the current practice of providing office space and equipment.

Section 3. The STATE SYSTEM/UNIVERSITIES shall hold a COACH harmless of and from any and all claims, suits, orders, or judgments arising as a result of any action taken as a COACH in the ordinary course of employment.

Section 4. Rules, regulations, policies, or practices relating to wages, hours, and terms and conditions of employment now existing and not in conflict with this Agreement shall remain in effect unless modified, amended, or eliminated in the same manner as they had been adopted. The provisions of this Section shall be subject to Article 4, GRIEVANCE PROCEDURE AND ARBITRATION, only with respect to whether the procedure used to modify, amend, or eliminate the rules, regulations, policies, or practices was the same procedure used to establish the rules, regulations, policies, or practices. This Section shall not be applicable to any rule, regulation, or policy that governs athletic competitions or the STATE SYSTEM/UNIVERSITY'S participation in the NCAA, PSAC, or any other athletic conference.

Section 5. Performance of Bargaining Unit Work

No bargaining unit work may be assigned to any other person except insofar as coaching duties may be assigned to faculty members in the bargaining units certified as PERA-R-775-C and PERA-R-1354-C. This provision shall not prohibit the use of volunteer coaches, dollar-a-year coaches, graduate assistants, or teaching associates provided that such coaches are not used to fill vacancies created by the resignation, retirement, non-renewal, or termination of salaried COACHES.

Section 6. Tuition Waivers

Effective with the start of the fall semester of 2013, the STATE SYSTEM/UNIVERSITIES shall modify their tuition waiver policy to provide for the following:

A. Total waiver of UNIVERSITY tuition for a Regular full-time COACH at any STATE SYSTEM UNIVERSITY.

B. Total waiver of UNIVERSITY tuition for the spouse/domestic partner of a Regular full-time COACH at the UNIVERSITY where the Regular full-time COACH is employed. This waiver shall be applicable to the Regular full-time COACH'S spouse/domestic partner until he/she obtains his/her first undergraduate degree.

C. Total waiver of UNIVERSITY tuition for Regular full-time COACH'S children, including children of his/her domestic partner, at the UNIVERSITY where the Regular full-time COACH is employed. This waiver of tuition at the Regular full-time COACH'S UNIVERSITY shall be applicable to the Regular full-time COACH'S children until the children obtain their first undergraduate degree or until they reach the age of twenty-five (25), whichever comes first. This waiver of tuition shall continue to the limits stated above if the Regular full-time COACH should, after ten (10) or more years of service, become permanently disabled or die.

D. Fifty percent (50%) waiver of UNIVERSITY tuition for Regular full-time COACH'S children, including children of his/her domestic partner, at UNIVERSITIES other than the UNIVERSITY where the Regular full-time COACH is employed. This waiver of tuition shall be applicable until the children obtain their first undergraduate degree or until they reach the age of twenty-five (25), whichever comes first.

E. Tuition waiver shall continue to the limits stated in Sections 6.C and 6.D above for Regular full-time COACHES who meet all of the following conditions:

1. He/she is retired from the UNIVERSITY;

2. He/she is at or above the retirement superannuation age; and

3. He/she has served ten (10) or more years in the STATE SYSTEM.

F. The provisions of existing tuition waiver policies at UNIVERSITIES shall not be diminished or adversely affected by the provisions of this Section.

G. "First undergraduate degree" is defined as a bachelor's degree granted by any university.

Section 7 Contractual Deadlines

All contractual deadlines that occur on a Saturday, Sunday, or any day when the UNIVERSITY's administrative offices are closed are extended to the next regular business day.

ARTICLE 16
TRAVEL EXPENSES

Section 1.

A. A COACH who is authorized by the STATE SYSTEM/UNIVERSITIES to travel on official business shall be paid for expenses actually incurred in accordance with the STATE SYSTEM's travel and subsistence allowance regulations. If the General Services Administration of the federal government increases or decreases the mileage allowance for employees under its jurisdiction, the mileage allowance for COACHES will be increased or decreased on the effective date of the General Services Administration change. If a COACH is authorized to travel and authorized to use his/her own vehicle, he/she shall be reimbursed pursuant to these regulations.

B. Reasonable efforts will be made to process travel expenses promptly.

C. Travel expenses incurred by a COACH when traveling to Meet and Discuss or other APSCUF related matters shall not be reimbursed by the STATE SYSTEM/UNIVERSITIES.

Section 2. Team Travel

A. Each UNIVERSITY shall transport COACHES, student athletes, equipment, and other support personnel to and from all intercollegiate athletic competitions. COACHES may, however, elect to drive a UNIVERSITY vehicle with the approval of the Athletic Director.

B. All expenses actually incurred by a COACH during team travel shall be reimbursed in accordance with the State System Travel and Subsistence Allowances Regulations except that when rooms are not available at the State System-approved reimbursement rate, reimbursement shall be at the actual rate, if pre-approved by an appropriate representative of management.

ARTICLE 17
AGREEMENT AGAINST STRIKES AND LOCK-OUTS

Section 1. During the term of this Agreement there shall be no strike, as that term is defined in the Public Employee Relations Act, by any COACH. It is also understood that no officer, representative or official of APSCUF shall in any fashion authorize, assist or encourage any such strike during the term of this Agreement.

Section 2. Neither the STATE SYSTEM nor the UNIVERSITIES shall lock-out any COACH(ES) during the term of this Agreement.

Section 3. Should a strike in violation of this Article occur during the term of this Agreement, APSCUF shall, within twenty-four (24) hours of the start of such strike or at the request of the STATE SYSTEM/UNIVERSITIES;

A. Publicly disavow the strike action by the COACHES in all available communications media;

B. Advise the STATE SYSTEM/UNIVERSITIES in writing that such COACHES' action has not been authorized or sanctioned by APSCUF;

C. Advise COACHES at the UNIVERSITIES where the strike is taking place that it has not sanctioned and has disapproved of the strike action, and APSCUF shall instruct the COACHES to return to work immediately.

Section 4. The STATE SYSTEM/UNIVERSITIES reserve the right in their sole discretion to discipline, suspend, or discharge any COACH(ES) who violates the provisions of Section 1 of this Article.

Section 5. Compliance with the foregoing provisions of this Article shall be deemed full compliance with APSCUF's obligations under this Article. APSCUF shall have no other obligations or liabilities to the STATE SYSTEM/UNIVERSITIES under this Article.

ARTICLE 18
LEGISLATIVE ACTION

Section 1. In the event that any provision of this Agreement requires legislative action to become effective, including, but not limited to, amendment of existing statutes, the adoption of new legislation, the passage of the STATE SYSTEM budget or the granting of other appropriations, the provision shall become effective only if such legislative action is taken. The parties, however, mutually agree that each will make such appropriate but separate recommendations to the Legislature that each deems necessary to give force and effect to the provisions of this Agreement. It is agreed by the parties that the provisions of this Section shall not be subject to the provisions of Article 4, GRIEVANCE PROCEDURE AND ARBITRATION, of this Agreement.

Section 2. The STATE SYSTEM and APSCUF shall each separately and in good faith attempt to have introduced and support legislation that each party independently deems is necessary to implement a provision of this Agreement. Where the parties mutually agree upon the need for implementing legislation and the form and language of that legislation, they will lend full support to the introduction and passage of such mutually agreed upon legislation. It is agreed by the parties that the provisions of this Section shall not be subject to the provisions of Article 4, GRIEVANCE PROCEDURE AND ARBITRATION, of this Agreement.

Section 3. In the event that legislation, which both parties mutually agree is necessary, is not passed with respect to a specific subject matter, the parties hereto shall have the right to re-negotiate regarding the subject matter.

ARTICLE 19
SEPARABILITY

In the event that any provision of this Agreement is found to be inconsistent with statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and, if any provision herein is determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be considered void, but all other valid provisions hereof shall remain in full force and effect.

ARTICLE 20
TOTALITY OF AGREEMENT

The parties acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of Act 195 and constitutes the entire Agreement between the parties for the term of this Agreement or any extensions thereof. Each party waives his/her right to bargain collectively with the other with reference to any other subject, matter, issue or thing, whether specifically covered here or wholly omitted herefrom, whether or not said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

ARTICLE 21
SUCCESSORS

This Agreement shall be binding upon the parties hereto, and their heirs, executors, administrators, successors and assigns of each, in accordance with applicable labor law. The STATE SYSTEM shall notify APSCUF in writing at least thirty (30) days in advance of any sale, lease, transfer or assignment of any of the UNIVERSITIES to political subdivisions or bodies, corporations, or persons.

ARTICLE 22
DISCIPLINE AND DISCHARGE

Section 1. A Contract of Employment for a COACH may be terminated in advance of the expiration date for any of the reasons listed below. In the event a President or his/her designee terminates a COACH for any reason listed below, he/she shall give written notice, specifying the reasons, to the affected COACH. Termination for any of the reasons listed below shall be reviewable through the grievance and arbitration procedure only to the extent that an arbitrator can determine if the offense occurred as charged. If an arbitrator determines the offense occurred as charged, the discharge shall stand. If an arbitrator determines the offense was not committed as charged, the COACH shall be reinstated with all back pay and benefits as provided by this Agreement.

A. A major infraction of the NCAA rules or any other athletic governing association (as distinguished from athletic conference), of that the UNIVERSITY is a member.

B. Conviction of a felony.

Section 2. Except as provided for in Section 1 above, a COACH may be terminated suspended without pay for a period not to exceed sixty (60) days, or otherwise disciplined prior to the expiration date of his/her Contract of Employment only for just cause. In the event a President or his/her designee believes such just cause exists, he/she shall give written notice, specifying the reasons, to the affected COACH, and the COACH shall have the right to grieve solely and by means of and in compliance with the procedure provided for in Article 4, GRIEVANCE PROCEDURE AND ARBITRATION.

Section 3. A copy of the written notice of termination or other discipline shall be mailed to the local APSCUF grievance chairperson and State APSCUF on the day the written notice is mailed or delivered to the COACH, whichever is earlier.

Section 4. If a terminated COACH contests his/her termination by filing a grievance, such grievance will be handled in an expeditious fashion in the steps of the grievance procedure. If the grievance is not resolved by the second step of the grievance procedure and APSCUF requests that the grievance be submitted to arbitration, the parties will make a good faith effort to schedule the grievance for hearing before an arbitrator within ninety (90) days, or sooner if possible, of the date the request for arbitration is received by the STATE SYSTEM/UNIVERSITIES.

Section 5. Investigation of Complaints against COACHES

A. This Article is not intended to replace the current complaint procedures that exist for filing discrimination complaints or complaints that may be processed under NCAA rules and regulations, PSAC rules and regulations in existence as of the effective date of this Agreement, or any other athletic conference rules and regulations of which the UNIVERSITY is a member.

B. The STATE SYSTEM and APSCUF recognize that it may be necessary to investigate complaints against COACHES prior to making a disciplinary decision. When appropriate, attempts should be made to resolve complaints informally. In those cases in which complaints are not resolved informally, the principles below shall apply:

1. If the UNIVERSITY determines to conduct an investigation of a complaint, either verbal or written, it shall be initiated and concluded within a reasonable amount of time. Absent unusual circumstances, the decision to conduct a formal investigation shall be made within twenty (20) days of receipt of the complaint.

2. The COACH accused of wrongdoing must receive a copy of the written complaint prior to the commencement of an investigatory interview or pre-disciplinary conference. In the event a written complaint is not submitted, the individual assigned to conduct the investigation shall prepare a written summary and provide a copy of the summary to the COACH prior to commencing an investigatory interview or pre-disciplinary conference. The COACH may provide APSCUF a copy of the written complaint or summary if he/she so desires. If the COACH has obtained APSCUF representation and the COACH has no objection, a copy of the complaint or the written summary shall be provided to APSCUF. Upon receipt of the complaint by the COACH and/or APSCUF, it shall be treated as confidential by all parties and may only be shared with those persons necessary to prepare a response to the complaint.

3. Upon request, a COACH shall be entitled to an APSCUF representative during any meeting in which allegations are to be made that the COACH reasonably believes could lead to discipline.

4. If the complainant is a student who is a member of the COACH'S team, the investigation may be deferred, and the complainant's name need not be disclosed until after the end of the season.

5. If an investigation is expanded beyond its original scope, the COACH shall be advised immediately. APSCUF shall also be advised, if the COACH has obtained APSCUF representation and has no objection.

6. The COACH accused of wrongdoing shall be advised that he/she is prohibited from taking retaliatory action against the complainant or any other person and that such action may result in a separate disciplinary action.

7. This Article shall supplement and by no means shall diminish the rights of any COACH, APSCUF or the STATE SYSTEM/UNIVERSITIES under any law, including the Pennsylvania Public Employee Relations Act.

ARTICLE 23
ANNUAL PERFORMANCE REVIEW AND EVALUATION

Section 1.

A. The performance review and evaluation procedure and the evaluation document contained within the 2004 – 2007 contract shall be utilized by the parties for Fiscal Year 2007 – 2008. Thereafter, each UNIVERSITY shall utilize the performance review and evaluation procedure provided for in this article and the evaluation document provided for in Appendix E.

B. The annual performance review and evaluation process is a method of assessing performance and providing an opportunity for continuous professional development and shall also be used as a basis for providing merit increases as provided for in Article 10. These processes are intended to be supportive of a COACH'S desire for continuing professional growth and excellence. With this orientation, the evaluation of COACHES will contribute to the ongoing improvement of the athletic programs of the UNIVERSITIES.

Section 2. Categories of Performance Review and Evaluation

The following categories shall serve as the uniform system-wide basis for the evaluation of COACHES at each UNIVERSITY. These categories shall be applied in the performance review and evaluation of all COACHES for any purpose that evaluations are used in this Agreement. When evaluating the data, the appropriate Evaluator(s) shall give greater weight to the quality of the performance reflected in the data than to the quantity of the data. Evaluations will not be based on a single datum. A combination of all appropriate data will be used in evaluating overall performance of professional responsibilities.

When preparing a COACH'S overall evaluation, each UNIVERSITY shall consider the following factors:

A. Fulfillment of professional responsibilities, which shall include criteria such as General Performance, Administrative Performance, Competition Management, Interpersonal Skills, Student Relations, and Budget Management.

B. Professional Growth and Development, which shall include criteria such as participation in professional development programs and memberships in professional organizations.

C. Community and University Service, which shall include criteria such as involvement in UNIVERSITY committees/groups and/or local community groups (including APSCUF), participation in university and/or community events, and membership in PSAC and/or NCAA committees.

Section 3. Student Athlete and Peer Evaluations

Student athlete evaluations and peer evaluations by other COACHES shall be part of the performance evaluation process at each UNIVERSITY.

Section 4. Evaluation Schedule

COACHES shall be evaluated after the semester in which the season ends in accordance with the schedule agreed to by local APSCUF and the UNIVERSITY.

Section 5. Process

A. At the beginning of each evaluation cycle an assistant COACH shall meet with his/her head COACH and a head COACH shall meet with the Athletic Director to discuss performance expectations. At this time, or shortly thereafter, the head COACH or the Athletic Director will provide the assistant COACH or head COACH, respectively, with a Performance Expectation, as applicable, in each category of the evaluation indicating where the COACH either needs to maintain or improve performance.

In the event that the COACH and the head COACH or Athletic Director, as applicable, disagree on the Performance Expectations, the COACH may request a meeting with the Reviewing Officer to discuss such expectations.

B. COACHES shall be evaluated annually by the Athletic Director and the appropriate Vice President shall serve as the Reviewing Officer. Each UNIVERSITY shall utilize the Performance Evaluation and Review Document provided for in Appendix E.

C. The Athletic Director shall observe COACHES in at least one (1) full competition or three (3) hours of competition and one (1) full practice or two (2) hours of practice, whichever is less.

D. Head COACHES shall prepare a self-evaluation that shall be provided to the Athletic Director.

E. Assistant COACHES shall prepare a self-evaluation that shall be provided to the head COACH. The head COACH shall prepare his/her evaluation using the Performance Evaluation and Review Document in Appendix E and provide the assistant COACH with an opportunity to discuss his/her evaluation prior to submission of the evaluation to the Athletic Director.

F. Student athlete and peer evaluations shall be available to the COACH, the head COACH, if applicable, the Athletic Director, and Reviewing Officer.

G. The Athletic Director shall provide a written performance evaluation in accordance with this Article. The Athletic Director's evaluation shall take into account his/her

knowledge and personal observation of the COACH'S performance, the COACH'S self-evaluation, and peer/student evaluations. The COACH shall be provided with an opportunity by the Athletic Director to discuss the draft performance evaluation. A copy of the Athletic Director's draft performance evaluation shall be provided to the COACH prior to discussion with the Athletic Director. The Athletic Director shall provide a copy of his/her final evaluation to the COACH and the Reviewing Officer.

H. A COACH shall be allowed to offer written comments regarding his/her evaluation by the Athletic Director. Such comments shall be attached to the evaluation, which shall then be filed in the official personnel file.

I. In addition to the right described in H above, in the event a COACH disagrees with the Athletic Director's evaluation, the COACH may request a meeting with the Reviewing Officer. If, as a result of such discussions, adjustments are made to the original evaluation, the COACH shall be provided a copy of the adjusted evaluation and the original evaluation shall be destroyed. The adjusted evaluation shall be placed in the official personnel file. A COACH shall be allowed to offer written comments regarding his/her adjusted evaluation. Such comments shall be attached to the adjusted evaluation that shall then be filed in the official personnel file.

J. If a Reviewing Officer attaches any comments to a COACH'S evaluation, a copy of his/her comments shall be sent to the Athletic Director and the COACH.

K. Whether or not a COACH asserts his/her rights described in H or I above, the Reviewing Officer shall sign each COACH'S evaluation as follows:

1. Sign his/her concurrence without changes;
2. Adjust the evaluation as described in I above and sign; or
3. Add comments as described in J above and sign.

Section 6. All evaluations prepared under this Article, other than student and peer evaluations, shall assign an overall rating to a COACH in one of the following categories:

A. Significantly exceeds expectations
B. Above expectations
C. At expectations
D. Below expectations
E. Unsatisfactory

Section 7. Performance evaluations shall be subject to the provisions of Article 4, GRIEVANCE PROCEDURE AND ARBITRATION, but only to the extent that the evaluation was conducted in an arbitrary or capricious fashion. Action or inaction by a COACH, peer evaluators and the Athletic Director shall not be subject to the provisions of Article 4, GRIEVANCE PROCEDURE AND ARBITRATION.

Section 8. The failure of a COACH or Athletic Director to carry out his/her duties and responsibilities shall not bar the Reviewing Officer from conducting, in good faith, a performance evaluation, or from using the performance evaluation for appropriate purposes under this Agreement.

Section 9. No COACH, Athletic Director, or reviewing officer shall participate in the evaluation process of a member of his/her immediate family (spouse, child, step-child, parent, step-parent, parent-in-law, brother, sister, brother-in-law, sister-in-law) or a person residing in his/her household. If a peer evaluator cannot participate in the evaluation process, the COACHES Committee shall choose another COACH to serve. If a head COACH, Athletic Director, or Reviewing Officer cannot participate in the evaluation process, the President or his/her designee shall select a person to provide the performance evaluation.

Section 10. The parties agree that reasonable efforts shall be made to complete performance evaluation reviews prior to the required notice of renewal/non-renewal. To this end, representatives of Local APSCUF and the University Administration shall attempt to agree on a schedule that would provide for the completion of the performance evaluations prior to the required notice of renewal / non-renewal. Such discussions may include the beginning and ending dates of the contracts of employment for the COACHES at the respective university.

ARTICLE 24
PERSONNEL FILES

Section 1.

A. Each UNIVERSITY shall maintain one (1) confidential complete official personnel file for each COACH. No anonymous material shall be placed in the official personnel file. A COACH upon his/her request shall have the right to receive a copy of material placed in the personnel file by management personnel.

B. In addition, there may be one (1) official pre-employment file that shall be confidential and shall contain letters of reference and recommendations and/or material related thereto secured from sources outside the UNIVERSITY. At the time of the granting of the initial ROLL-OVER CONTRACT OF EMPLOYMENT that may be renewed annually one additional year, all letters of reference and recommendations shall be destroyed unless otherwise required by law or if there is a pending legal action and academic credentials shall be transferred to the official personnel file.

C. A COACH shall have the right to make such additions or responses to the material contained in his/her official personnel file as he/she shall deem necessary. Only material that is directly related to the COACH'S work performance shall be included in the confidential personnel file.

Section 2.

A. A COACH shall have access to his/her official personnel file during regular office hours, provided that there shall be no undue interference with the normal routine of the office. Under no circumstances shall the official personnel file be removed from the office by the COACH, and his/her access to the file shall be only in the presence of someone in authority in the office.

B. In addition to the COACH, only the Chancellor, President and his/her designees shall have access to the official personnel file without the express written approval of the COACH. The President and his/her designees shall be responsible for the placement of material in, and the removal of material from, the official personnel file.

C. The COACH shall have no right of access to the official confidential pre-employment file.

D. APSCUF shall have access to the official personnel file of a COACH at reasonable times during regular office hours, after having given reasonable notice, provided APSCUF first shall have obtained the express written approval of that COACH.

Section 3. If the official personnel file is duly subpoenaed in accordance with law, the COACH shall be notified at the earliest possible time.

Section 4. Other Rules for the Official Personnel File of Each COACH

A. No material derogatory to a COACH'S conduct, such as service, character, or personality, shall be placed in the COACH'S official personnel file unless the COACH has had an opportunity to read the material first. The COACH shall acknowledge that he/she has read the material by affixing his/her signature and the date signed on the material to be filed.

B. A statement indicating that the understanding is that such a signature merely signifies that the material has been read and does not necessarily indicate agreement with its content shall be included on all such material. If a COACH refuses to affix his/her signature on any such material, a statement to the effect that the COACH was shown the document and refused to sign it shall be entered on the document and signed and dated by the initiator. If the COACH refuses to sign, the material shall also be signed and dated by an appropriate witness. The custodian of the record shall be responsible for obtaining the COACH'S signature and for entering the appropriate statement on the copy of the document that is to be placed in the COACH'S official personnel file.

C. Any material in a COACH'S official personnel file, not acknowledged as described above, that the COACH deems derogatory, shall be removed from the file at the COACH'S request.

D. Derogatory material not brought to the COACH'S attention within ten (10) college calendar days after its receipt by the official custodian shall not be placed in the COACH'S official personnel file. The COACH has a right to answer any material that is derogatory to a COACH'S conduct, and the COACH'S response shall be placed in the file.

E. The performance evaluations shall be permanent documents included in the Official Personnel Folder, and these evaluations shall consist only of documents related to performance evaluations that were made in accordance with the required procedures of the collective bargaining agreement in effect at the time which the evaluation was made.

F. In the case of letters of caution, reprimand, admonishment, or warning that are temporary material to be retained in the Official Personnel File/Folder, the following policy shall apply. If a COACH has had no reprimand during any six (6) year period, all reprimands shall be removed from the file. If a COACH has had reprimand(s) within any six (6) year period, it (they) shall remain as well as all prior reprimands.

G. When a person is authorized to review an Official Personnel File, he/she will be required to enter the following information in a log: name of the COACH whose records are being reviewed; date and reason for the review; signature of the person reviewing the file. The custodian shall also initial the withdrawal and return of the Official Personnel File/Folder. The custodian of the Official Personnel File shall be responsible for the maintenance of this log and for the maintenance and contents of the Official Personnel File in accordance with established procedure and policy.

The log indicating those who have reviewed the file with provision for both the reviewer and the custodian to acknowledge signing out and signing in shall be retained in the appropriate Official Personnel File on a permanent basis.

ARTICLE 25
COACHING VACANCIES

If a UNIVERSITY forms a search committee to fill a coaching vacancy, the COACHES committee shall designate a representative to serve on the search committee. If a UNIVERSITY forms a search committee to fill an assistant coach vacancy, the COACHES committee shall designate a representative to serve on the search committee and the appropriate head COACH shall also serve on the search committee. Additional COACHES may be appointed to a search committee at the UNIVERSITY'S discretion.

ARTICLE 26
COACHES COMMITTEE

Section 1. For purposes of addressing areas of common concern and interest of the COACHES to appropriate UNIVERSITY officials and/or organizations, the COACHES at each UNIVERSITY shall organize themselves into a committee. Failure by the COACHES to establish a committee as provided for herein shall not be subject to the grievance and arbitration

procedure. This committee may elect a chairperson and determine how it will organize itself in order to conduct business. The establishment of this committee does not imply a role in administering the athletic program; rather it is to address the concerns of the COACHES as a group. Examples of these areas of concern include, but are not limited to: office space, equipment and secretarial/support staff, evaluation procedures, representation of COACHES in appropriate UNIVERSITY-wide committees (e.g., parking, advising, financial aid, facilities, calendar, health and safety, search committee), liaison with faculty, administration, professional development and long-range planning.

Section 2. The chairperson serves as the chief representative and spokesperson of the COACHES committee to the UNIVERSITY community. In all phases of committee affairs, the chairperson shall be sensitive to and reflect, but not be restricted to, majority sentiment.

ARTICLE 27
TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of July 1, 2015, and shall remain in full force and effect to and including June 30, 2019, unless an earlier effective date is provided for in this Agreement. This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other party in writing of their intent to renegotiate all or parts of this contract by such time as would permit the parties to comply with the collective bargaining schedule established in the Public Employee Relations Act.

Section 2. IN WITNESS WHEREOF, the parties to this Agreement intending to be legally bound by its provisions have signed and executed this Agreement on 20 December 2016.

Association of Pennsylvania State College & University Faculties (APSCUF)

By: _____
Kenneth M. Mash, President

By: _____
Jamie S. Martin, Vice President

By: _____
James L. Cowden, Chief Negotiator

By: _____
Julie A. Reese, Negotiator

By: _____
John Gump, Team Chairperson

By: _____
Keith White, Negotiator

Pennsylvania State System of Higher Education (PASSHE)

By: _____
Cynthia D. Shapira, Chair, Board of Governors

By: _____
Frank T. Brogan, Chancellor

By: _____
Lisa A. Sanno, Chief Negotiator

By: _____
Michael S. Ferguson, Negotiator

By: _____
David A. Topper, Negotiator

By: _____
Doreen M. Tobin, Negotiator

Association of Pennsylvania State College & University Faculties (APSCUF)

By:_____
Jeff Wilson, Negotiator

By:_____
Laureen Lokash, Negotiator

By:_____
Paul Darragh, Negotiator

Pennsylvania State System of Higher Education (PASSHE)

By: Brenda A Mundell
Brenda A. Mundell, Negotiator

APPENDIX A

Contract of Employment

Regular Full-Time or Regular Part-time Head Coach

Dear:

This will confirm your appointment as a Regular full-time [or Regular part-time with _____% FTE] head non-faculty coach of [insert sport] at _____ University of Pennsylvania of the Pennsylvania State System of Higher Education (hereafter "State System"). This Contract of Employment (hereafter "Contract") is subject to renewal, non-renewal, roll-over, termination, or buy-out, as provided for in the Collective Bargaining Agreement (hereafter "CBA") between the State System and the Association of Pennsylvania State College and University Faculties (hereafter "APSCUF"). This Contract also is subject to modification through the collective bargaining process. In the event of a conflict between this Contract and the CBA, the terms of the CBA shall be controlling. In addition, the existence of this Contract does not affect your right to engage in lawful concerted activity as permitted by the Public Employee Relations Act except as modified by the CBA.

This offer is contingent upon the successful completion of all PA Act 153 criminal background investigations to include a report of criminal history record information from the Pennsylvania State Police (PSP), certification from the Pennsylvania Department of Human Services and a federal criminal history record check obtained by submitting a full set of fingerprints.

Your employment will begin on [date] and continue through the close of business on [date]. You will report to the Athletic Director. Should you fail to work the entire period agreed upon in this Contract, your total compensation will be adjusted accordingly. You will be responsible for successfully performing all of the duties and responsibilities outlined in the attached job description as well as those duties and responsibilities set forth in the CBA.

Your first year salary will be [$_____] for the period in which you perform services pursuant to the Contract. Payments shall be made in accordance with the payroll practices of the State System/Universities. If your Contract is renewed, any salary increase will be in accordance

with the CBA in effect at that time. You also are eligible for other benefits, in accordance with the CBA, depending upon your status as a Regular full-time or Regular part-time head Coach.

NCAA Constitutional Bylaw, Article 11.2.1 states, "Contractual agreements or appointments between a coach and an institution shall include the stipulation that a coach who is found to be in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations."

In accordance with the Immigration Reform and Control Act of 1986, the State System must verify both identity and work authorization for each individual hired. Therefore, it will be necessary for you to produce original documents for this purpose. The most frequently used documents are a United States passport, a state driver's license, a Social Security card, or a birth certificate. If you are in possession of these documents, please bring them, in their original form, when timely reporting for work. If you are not in possession of these documents, a review of other acceptable documents can be made during the course of your appointment; however, it will be necessary for you to produce the required documents within three (3) days of your date of hire.

Your signature below will indicate acceptance of this Contract of Employment and the terms and conditions described herein. Please return a signed original copy of this Contract of Employment (Name) no later than (Date).

For the (University) of Pennsylvania

I accept the above Contract of Employment:

_____
Signature

_____
Date

APPENDIX B

Contract of Employment

Regular Full-Time and Regular Part-Time Assistant Coach

Dear:

This will confirm your appointment as a Regular full-time [or Regular part-time with _____% FTE] assistant non-faculty coach of [insert sport] at _____ University of Pennsylvania of the State System of Higher Education (hereafter "State System"). This Contract of Employment (hereafter "Contract") is subject to renewal, non-renewal, roll-over, termination, or buy-out, as provided for in the Collective Bargaining Agreement (hereafter "CBA") between the State System and the Association of Pennsylvania State College and University Faculties (hereafter "APSCUF"). This Contract also is subject to modification through the collective bargaining process. In the event of a conflict between this Contract and the CBA, the terms of the CBA shall be controlling. In addition, the existence of this Contract does not affect your right to engage in lawful concerted activity as permitted by the Public Employee Relations Act except as modified by the CBA.

This offer is contingent upon the successful completion of all PA Act 153 criminal background investigations to include a report of criminal history record information from the Pennsylvania State Police (PSP), certification from the Pennsylvania Department of Human Services and a federal criminal history record check obtained by submitting a full set of fingerprints.

Your employment will begin on [date] and continue through the close of business on [date]. You will report to the Head Coach of [sport]. You will be responsible for successfully performing all of the duties and responsibilities outlined in the attached job description as well as those duties and responsibilities set forth in the CBA. Should you fail to work the entire period agreed upon in this Contract, your total compensation will be adjusted accordingly.

Your first year salary will be [$_____] for the period in which you perform services pursuant to the Contract. Payments shall be made in accordance with the payroll practices of the State System/Universities. If your Contract is renewed, any salary increase will be in accordance

with the CBA in effect at that time. You also are eligible for other benefits, in accordance with the CBA, depending upon your status as a Regular full-time or Regular part-time assistant Coach.

NCAA Constitutional Bylaw, Article 11.2.1 states, "Contractual agreements or appointments between a coach and an institution shall include the stipulation that a coach who is found to be in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations."

In accordance with the Immigration Reform and Control Act of 1986, the State System must verify both identity and work authorization for each individual hired. Therefore, it will be necessary for you to produce original documents for this purpose. The most frequently used documents are a United States passport, a state driver's license, a Social Security card, or a birth certificate. If you in possession of these documents, please bring them, in their original form, when timely reporting for work. If you are not in possession of these documents, a review of other acceptable documents can be made during the course of your appointment; however, it will be necessary for you to produce the required documents within three (3) days of your date of hire.

Your signature below will indicate acceptance of this Contract of Employment and the terms and conditions described herein. Please return a signed original copy of this Contract of Employment (Name) no later than (Date).

For the (University) of Pennsylvania

I accept the above Contract of Employment:

_____
Signature

_____
Date

APPENDIX C

DISABILITY RETIREMENT DETERMINATION PROCEDURE
FOR ALTERNATIVE RETIREMENT PLAN PARTICIPANTS
(See Article 13, Section 3)

This procedure is adopted to implement the disability retirement determination standard created by Article 11, Section 8.G.2 of the Collective Bargaining Agreement.

1. To determine if an Alternative Retirement Plan participant qualifies for the benefits granted under the above-referenced Articles, all relevant evidence shall be submitted to a physician selected by mutual agreement of the parties. The physician's determination shall be based on the standards utilized by the State Employees' Retirement System (SERS) in determining eligibility for disability retirement. The physician's determination shall be issued to the employees, the State System, and State APSCUF.

2. In the event an employee is dissatisfied with the physician's determination under paragraph 1 above, the employee or APSCUF may appeal that determination to final and binding arbitration to be conducted before and decided by one of the arbitrators selected by mutual agreement of the parties under this procedure and not by an arbitrator selected under Article 4. The arbitrator shall apply the standards used by the SERS determining eligibility for disability retirement.

3. The physician and arbitrators chosen at the time of making this Agreement have been chosen because of their experience in making determinations under SERS standards. Should it be necessary to select additional physicians or arbitrators during the term of this contract, the parties agree that they shall attempt to select people with similar qualifications.

4. The arbitrator's fees and expenses shall be shared equally by APSCUF/COACH and the STATE SYSTEM/UNIVERSITIES but each party shall bear its own cost of preparing and presenting its case to the arbitrator.

5. Disputes arising under this side letter shall not be subject to the Grievance and Arbitration provisions of Article 4 of the Collective Bargaining Agreement.

ASSOCIATION OF PENNSYLVANIA STATE COLLEGE AND UNIVERSITY FACULTIES

12/20/16

Kenneth M. Mash — Date
President

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION

12/20/16

Frank T. Brogan — Date
Chancellor

APPENDIX D

Notice of Extension / Renewal

Dear _____:

This is to notify you that the attached contract of employment has been (extended / renewed) in accordance with the Non-Faculty Athletic Coaches' Agreement between the Association of Pennsylvania State College and University Faculties (APSCUF) and the Pennsylvania State System of Higher Education from (date) through (date) at your current salary of (amount).

If you have any questions, please contact (name / office and telephone number).

Sincerely,

For the (University) of Pennsylvania

c: State APSCUF

APPENDIX E

STATE SYSTEM OF HIGHER EDUCATION COACHES
PERFORMANCE REVIEW AND EVALUATION DOCUMENT

Coach's Name:_____ Type of Report: Annual _____
University:_____ Interim _____
Evaluation Period:_____

Athletic Director's Signature:_____ Date: _____

Head Coach's Signature (for Assistant Coach's Evaluation):_____ Date: _____

OVERALL EVALUATION RATING:
___ Significantly exceeds expectations
___ Above expectations
___ At expectations
___ Below expectations
___ Unsatisfactory

Coach being evaluated (check appropriate boxes):

I acknowledge that I have read this report and that I have been given an opportunity to discuss it with my Evaluator. My signature does not necessarily mean that I agree with the report.

I have attached comments. Yes____ No____
I would like to discuss this report with the Reviewing Officer. Yes____ No____

Coach's Signature_____ Date_____

Review by Reviewing Officer (check appropriate boxes):

____Per request, the Reviewing Officer has discussed report with Coach.
____The Coach did not request a meeting with the Reviewing Officer.
____The Reviewing Officer has attached comments.
____The Reviewing Officer has prepared and attached an adjusted evaluation. The original evaluation is destroyed.
____The Coach has attached comments to the adjusted evaluation.

_____ Date _____
Reviewing Officer's Signature

NOTE: Please furnish copies to the Reviewing Officer and the Coach and return the original to Office of Human Resources for placement in the Coach's personnel file.

FULFILLMENT OF PROFESSIONAL RESPONSIBILITIES

Rating Factor	Performance Expectations			Final Evaluation				
	Improve Performance	Maintain Performance	Not Applicable	Significantly Exceeds Expectations	Above Expectations	At Expectations	Below Expectations	Unsatisfactory
GENERAL PERFORMANCE								
Professionalism								
Leadership								
Judgment/Decision Making								
Integrity								
Overall program success								
Other (specify)								

Performance Expectations Comments:

Final Evaluation Comments:

Rating Factor	Performance Expectations			Final Evaluation				
	Improve Performance	Maintain Performance	Not Applicable	Significantly Exceeds Expectations	Above Expectations	At Expectations	Below Expectations	Unsatisfactory
ADMINISTRATIVE PERFORMANCE								
Direction of coaching and support staff								
Care of Facilities & Equipment within Coach's Control								
Compliance with and Knowledge of NCAA Rules and Regulations								
Compliance with and Knowledge of PSAC Rules and Regulations								
Compliance with and Knowledge of University and Athletic Department Rules and Regulations								
Administrative Preparation for Competition								
Time Management								
Other (specify)								

Performance Expectations Comments:

Final Evaluation Comments:

FULFILLMENT OF PROFESSIONAL RESPONSIBILITIES

Rating Factor	Performance Expectations			Final Evaluation				
	Improve Performance	Maintain Performance	Not Applicable	Significantly Exceeds Expectations	Above Expectations	At Expectations	Below Expectations	Unsatisfactory
COMPETITION MANAGEMENT								
Team Development								
Game Preparation								
Player Development								
Win-Loss Record								
Other (specify)								

Performance Expectations Comments:

Final Evaluation Comments:

Rating Factor	Performance Expectations			Final Evaluation				
	Improve Performance	Maintain Performance	Not Applicable	Significantly Exceeds Expectations	Above Expectations	At Expectations	Below Expectations	Unsatisfactory
INTERPERSONAL SKILLS								
Interaction with Players								
Interaction with Athletic Staff								
Interaction with Administration								
Interaction with University Personnel								
Interaction with Media								
Interaction with Local Community								
Interaction with Alumni								
Other (specify)								

Performance Expectations Comments:

Final Evaluation Comments:

FULFILLMENT OF PROFESSIONAL RESPONSIBILITIES

Rating Factor	Performance Expectations			Final Evaluation				
	Improve Performance	Maintain Performance	Not Applicable	Significantly Exceeds Expectations	Above Expectations	At Expectations	Below Expectations	Unsatisfactory
STUDENT RELATIONS								
Supporting/Promoting the Academic Achievement of Student Athletes								
Recruitment of Student Athletes								
Retention of Student Athletes								
Commitment to the Health and Safety of Student Athletes								
Commitment to Positive Student Conduct – On Campus								
Commitment to Positive Student Conduct – In Competition								
Other (specify)								

Performance Expectations Comments:

Final Evaluation Comments:

Rating Factor	Performance Expectations			Final Evaluation				
	Improve Performance	Maintain Performance	Not Applicable	Significantly Exceeds Expectations	Above Expectations	At Expectations	Below Expectations	Unsatisfactory
BUDGET MANAGEMENT								
Budget Management								
Fundraising Including Camps, Clinics, Tournaments								
Management of Operating Budget								
Other (specify)								

Performance Expectations Comments:

Final Evaluation Comments:

PROFESSIONAL GROWTH AND DEVELOPMENT

Rating Factor	Performance Expectations			Final Evaluation				
	Improve Performance	Maintain Performance	Not Applicable	Significantly Exceeds Expectations	Above Expectations	At Expectations	Below Expectations	Unsatisfactory
Presentations and/or attendance at Professional Development Programs								
Memberships in Professional Organizations								
Other (specify)								
Performance Expectations Comments:								
Final Evaluation Comments:								

COMMUNITY AND UNIVERSITY SERVICE

Rating Factor	Performance Expectations			Final Evaluation				
	Improve Performance	Maintain Performance	Not Applicable	Significantly Exceeds Expectations	Above Expectations	At Expectations	Below Expectations	Unsatisfactory
Involvement in University Committees/Groups and/or Local Community Groups (including APSCUF)								
Participation in University and/or Community Events								
Membership in PSAC and/or NCAA Committees								
Other (specify)								
Performance Expectations Comments:								
Final Evaluation Comments:								

Additional Comments:

APPENDIX F

Contract of Employment

Other Than Regular Full-Time or Regular Part-time Coach

Dear:

This will confirm your appointment as a head [assistant] non-faculty coach with _____% FTE of [insert sport] at _____ University of Pennsylvania of the Pennsylvania State System of Higher Education (hereafter "State System"). This Contract is subject to modification through the collective bargaining process. In the event of a conflict between this Contract and the Collective Bargaining Agreement (hereafter CBA) between the State System and the Association of Pennsylvania State College and University Faculties (hereafter APSCUF) the terms of the CBA shall be controlling. In addition, the existence of this Contract does not affect your right to engage in lawful concerted activity as permitted by the Public Employee Relations Act, except as modified by the CBA.

This offer is contingent upon the successful completion of all PA Act 153 criminal background investigations to include a report of criminal history record information from the Pennsylvania State Police (PSP), certification from the Pennsylvania Department of Human Services and a federal criminal history record check obtained by submitting a full set of fingerprints.

Your employment will begin on [date] and continue through the close of business on [date]. You will report to the _____. Should you fail to work the entire period agreed upon in this Contract, your total compensation will be adjusted accordingly. You will be responsible for successfully performing all of the duties and responsibilities outlined in the attached job description as well as those duties and responsibilities set forth in the CBA.

Your salary will be [$_____] for the period in which you perform services pursuant to the Contract. Payments shall be made in accordance with the payroll practices of the State System/Universities. If your Contract is renewed, any salary increase will be in accordance with the CBA in effect at that time.

NCAA Constitutional Bylaw, Article 11.2.1 states, "Contractual agreements or appointments between a coach and an institution shall include the stipulation that a coach who is found to be in violation of NCAA regulations shall be subject to disciplinary or corrective action

as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations."

In accordance with the Immigration Reform and Control Act of 1986, the State System must verify both identity and work authorization for each individual hired. Therefore, it will be necessary for you to produce original documents for this purpose. The most frequently used documents are a United States passport, a state driver's license, a Social Security card, or a birth certificate. If you are in possession of these documents, please bring them, in their original form, when timely reporting for work. If you are not in possession of these documents, a review of other acceptable documents can be made during the course of your appointment; however, it will be necessary for you to produce the required documents within three (3) days of your date of hire.

Your signature below will indicate acceptance of this Contract of Employment and the terms and conditions described herein. Please return a signed original copy of this Contract of Employment (Name) no later than (Date).

For the (University) of Pennsylvania

I accept the above Contract of Employment:

_____
Signature

_____
Date

APPENDIX G

BLUE SHIELD INDEMNITY PLAN

The current indemnity plan benefit structure is as defined below and shall not be modified except through the process set forth in Article 11, Section 6.C of the Collective Bargaining Agreement.

1. The deductible under the current indemnity plan for active employees shall be $750 per person per calendar year, or an aggregate of $2,250 per family per calendar year. After satisfying the deductible, there shall be an annual 20% co-insurance out of pocket maximum limit of $750 per person, $2,250 per family (aggregate).

2. Major medical out-of-state claims will be processed up to twice the rate of in-state major medical reimbursement.

3. Attention Deficit Disorder (ADD) and Attention Deficit Hyperactivity Disorder (ADHD) claims will be processed as mental health claims when provided and billed by a psychiatric provider.

4. Outpatient spinal manipulation visits will be limited to thirty (30) each per calendar year.

5. Outpatient physical therapy visits will be unlimited.

6. There is no lifetime maximum.

7. The indemnity plan shall include a pre-certification provision, which shall consist of the following conditions:

   a. Emergency care is excluded from the provision;

   b. The quality of medical care shall not be adversely affected;

   c. Notification burdens for pre-certification shall not fall on the COACH;

   d. Appeals for denied medical coverage or any breakdown in procedures must be handled or corrected in an objective and timely fashion without harm to the COACH.

12/20/16. 12/20/16

APSCUF Date STATE SYSTEM Date

APPENDIX H

HEALTH CARE MANAGEMENT PROGRAM (WELLNESS PROGRAM)

The following elements shall be included in a health care management program (wellness program).

1. PASSHE shall continue to make a wellness program available in accordance with Article 11, Section 6.A.4 of the Collective Bargaining Agreement.

2. There shall be no pre-existing condition exclusion for participation in the wellness program.

3. The wellness program shall be made available to active coaches and covered spouses/domestic partners in the PPO.

4. New coaches enrolled in the PPO plan and hired (not date of acceptance of contract) less than 30 days prior to the cut off date(s) for completion of the healthcare management program requirements will automatically contribute at the participant level as set forth in Article 11, Section 6.A. The coach and covered spouse/domestic partner must complete the health care management program requirements by the next cut off date in order to continue to contribute at the participant level for the next fiscal year.

   Coaches and covered spouses/domestic partners who elect not to complete the health care management program requirements will be eligible to contribute at the participant level as set forth in Article 11, Section 6.A. in subsequent fiscal years provided that they complete the requirements by the completion cut off date.

5. Personal health information provided through the wellness program shall be protected by the Health Insurance Portability and Accountability Act (HIPAA).

APSCUF Date

STATE SYSTEM 12/20/16 Date

APPENDIX 1 - PPO Blue Benefit Summary

PPO Blue-100%/80%;$400 Network Deductible;
$20/$45 OV Copay; $200 ER Copay

The chart below reflects what the plan pays for specific services. A member may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if the office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

Benefit	Network	Out-of-Network
General Provisions		
Benefit Period(1)	Calendar Year	
Deductible (per benefit period) Individual Family	 $400 $800	 $800 $1,600
Plan Pays – payment based on the plan allowance	100% after deductible	80% after deductible
Out-of-Pocket Maximums (Once met, plan pays 100% for the rest of the benefit period) Individual Family	 Not Applicable	 $3,200 $6,400
Total Maximum Out-of-Pocket (includes deductible, copays, prescription drug cost sharing and other qualified medical expenses, Network only) (2) Once met, the plan pays 100% of covered services for the rest of the benefit period. Individual Family	 $7,150 $14,300	 None None
Office/Clinic/Urgent Care Visits		
Retail Clinic Visits & Virtual Visits (7)	100% after $25 copayment	80% after deductible
Primary Care Provider Office Visits & Virtual Visits (7)	100% after $20 copayment	80% after deductible
Specialist Office Visits & Virtual Visits (8)	100% after $45 copayment	80% after deductible
Virtual Visit Originating Site Fee (8)	100% after deductible	80% after deductible
Urgent Care Center Visits	100% after $50 copayment	80% after deductible
Preventive Care (4)		
Routine Adult Physical exams	 100% no deductible	 80% after deductible
Adult immunizations	100% no deductible	80% after deductible
Colorectal cancer screening	100% no deductible	80% after deductible
Routine gynecological exams, including a Pap Test	100% no deductible	80% no deductible
Mammograms, annual routine and medically necessary	100% no deductible	80% after deductible
Diagnostic services and procedures	100% no deductible	80% after deductible
Routine PSA Screening	100% no deductible	80% after deductible
Routine Pediatric Physical exams	 100% no deductible	 80% after deductible
Pediatric immunizations	100% no deductible	80% no deductible
Diagnostic services and procedures	100% no deductible	80% after deductible
Hospital and Medical/Surgical Expenses (including maternity)		
Hospital Inpatient	100% after deductible	80% after deductible
Hospital Outpatient	100% after deductible	80% after deductible
Maternity (non-preventive facility & professional services)	100% after deductible	80% after deductible
Medical Care (except office visits) Includes Inpatient Visits and Consultations	100% after deductible	80% after deductible
Surgical Expenses (except office visits) Includes Assistant Surgery, Anesthesia, Sterilization and Reversal Procedures. Excludes Neonatal Circumcision	100% after deductible	80% after deductible
Emergency Services		
Emergency Room Services	100% after $200 copayment (waived if admitted)	
Ambulance (emergency)	100% no deductible	
Ambulance (non-emergency)	100% after deductible	80% after deductible

Benefit	Network	Out-of-Network
Mental Health/Substance Abuse		
Inpatient Mental Health	100% after deductible	80% after deductible
Inpatient Detoxification/Rehabilitation	100% after deductible	80% after deductible
Outpatient Mental Health includes Virtual Behavioral Health Visits	100% after $45 copayment	80% after deductible
Outpatient Substance Abuse includes Virtual Behavioral Health Visits	100% after $45 copayment	80% after deductible
Therapy and Rehabilitation Services		
Physical Medicine	100% after $45 copayment	80% after deductible
Outpatient	unlimited	
Respiratory Therapy	100% after deductible	80% after deductible
Spinal Manipulations	100% after $45 copayment	80% after deductible
	30 visits/benefit period	
Speech & Occupational Therapy	100% after $45 copayment	80% after deductible
Outpatient	30 visits per therapy/benefit period	
Other Therapy Services - Cardiac Rehabilitation, Chemotherapy, Radiation Therapy, Dialysis and Infusion Therapy	100% after deductible	80% after deductible
Other Services		
Allergy Extracts and Injections	100% after deductible	80% after deductible
Applied Behavior Analysis for ASD (3)	100% after deductible	80% after deductible
Assisted Fertilization Procedures	Not Covered	
Dental Services Related to Accidental Injury	100% after deductible	80% after deductible
Diabetes Treatment	100% after deductible	80% after deductible
Diagnostic Services Advanced Imaging (MRI, CAT, PET scan, etc.)	100% after deductible	80% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	100% after deductible	80% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	100% after deductible	80% after deductible
Elective Abortion	Not Covered (except in cases of rape, incest, or to avert death of the mother)	
Home Health Care (Excludes Respite Care)	100% after deductible	80% after deductible
	60 visits/benefit period	
Hospice (Includes Respite Care)	100% after deductible	80% after deductible
	180 days/benefit period	
Infertility Counseling, Testing and Treatment(5)	100% after deductible	80% after deductible
Oral Surgery	100% after deductible	80% after deductible
Private Duty Nursing	100% after deductible	80% after deductible
	240 hours/benefit period	
Skilled Nursing Facility Care	100% after deductible	80% after deductible
	100 days/benefit period	
Transplant Services	100% after deductible	80% after deductible
Precertification Requirements(6)	Yes	

(1)The group's benefit period is based on a Calendar Year

(2)The Network Total Maximum Out-of-Pocket (TMOOP) is mandated by the federal government, TMOOP must include deductible, coinsurance, copays, prescription drug cost share and any qualified medical expenses. Effective with plan years beginning on or after January 1, 2017 the TMOOP cannot exceed $7,150 for individual and $14,300 for two or more persons.

(3)Coverage for eligible members to age 21. Services will be paid according to the benefit category (e.g. speech therapy). Treatment for autism spectrum disorders does not reduce visit/day limits.

(4)Services are limited to those listed on the Highmark Preventive Schedule and Women's Health Preventive Schedule. Gender, age and frequency limits may apply.

(5)Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.

(6)Highmark Medical Management & Policy (MM&P) must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related inpatient admission. Be sure to verify that your provider is contacting MM&P for precertification. If not, you are responsible for contacting MM&P. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, you will be responsible for payment of any costs not covered.

(7)Virtual Retail & Behavioral Health Virtual Visits – the purpose of this benefit is to allow a member to have a virtual visit through the use of secure telecommunications technology. The secure telecommunications technology must provide both audio and video streams. Virtual visits can be conducted for initial, follow-up, or maintenance care. The member's responsibility is the copayment that would normally apply for an in-person primary care, retail or behavioral visit.

(8)Virtual Specialist Office Visit – the purpose of this benefit is to allow a member to have a virtual follow-up visit with a specialist that may be located a significant distance away. The member's responsibility is the copayment that would normally apply for an in-person specialist visit and a fee from the "originating site". The PCP's office or clinic that provides access to the video conferencing equipment may also charge a fee. The originating fee will be applied to the deductible and/or coinsurance as determined by the member's specific benefit plan design.